

NORTH AMERICAN CHEMICAL COMPANY
c/o D. George Harris & Associates, Inc.
61 Broadway, Suite 918
New York, New York 10006

June 18, 1991

1-169A035

RECORDATION NO. 17097B

JUN 18 1991 -3 45 PM

INTERSTATE COMMERCE COMMISSION

Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, D.C. 20423

Dear Secretary Strickland:

I have enclosed an original and one certified true copy of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is an amendment to a security agreement (titled "Amendment No. 1 to Security Agreement"), a secondary document, dated June 17, 1991.

The primary document, a security agreement (in the nature of a mortgage), to which this is connected is recorded under Recordation Number 17097.

The names and addresses of the parties to the primary document to which this secondary document relates are as follows:

Debtor-Mortgagor: North American Chemical Company
c/o D. George Harris & Associates, Inc.
61 Broadway, Suite 918
New York, New York 10006

Collateral Agent for Creditor-Mortgagees (under primary document): First Fidelity Bank, National Association, New Jersey
765 Broad Street
Newark, New Jersey 07101

Collateral Agent for Creditor-Mortgagees (as substituted by secondary document): Bank of America National Trust and Savings Association
315 Montgomery Street
San Francisco, California 94104

Clarence [Signature]
Butt [Signature]

This secondary document is being submitted by Debtor-Mortgagor, North American Chemical Company.

The equipment covered by the aforesaid Amendment No. 1 To Security Agreement are railroad cars and locomotives, which are covered by the aforesaid Security Agreement, intended for use related to interstate commerce, or interests therein, owned by North American Chemical Company, at the date of said Security Agreement or thereafter acquired by it or its successors as owners of the lines of railway covered by the Security Agreement. At present, equipment includes 185 railroad cars with A.A.R. Mechanical Designation LO, formerly with marks and numbers KMCX 101-104, 106-146, 148-253, 255-264, 266-283, 285-290, which have now been assigned the following new marks and numbers, respectively: NACX 101-104, 106-146, 148-253, 255-264, 266-283, 285-290.

A fee of \$15 is enclosed. Please return either the stamped original or the stamped certified true copy to:

David A. Hirsh
Pepper, Hamilton & Scheetz
Suite 700
1300 19th Street, N.W.
Washington, D.C. 20036

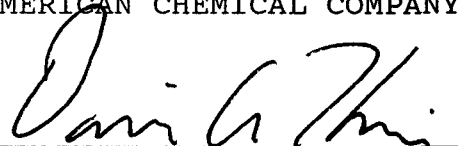
A short summary of the document to appear in the index follows:

Amendment to Security Agreement with Recordation Number 17097, dated June 17, 1991, between North American Chemical Company, c/o D. George Harris & Associates, Inc., 61 Broadway, Suite 918, New York, New York 10006, and Bank of America National Trust and Savings Association, 315 Montgomery Street, San Francisco, California 94104, as Collateral Agent, and covering 185 railroad cars, owned by North American Chemical Company, with A.A.R. Mechanical Designation LO, and railroad cars and locomotives, or interests therein, hereafter acquired by North American Chemical Company for use related to interstate commerce.

Very truly yours,

NORTH AMERICAN CHEMICAL COMPANY

By:


David A. Hirsh

Attorney for North American
Chemical Company

Interstate Commerce Commission
Washington, D.C. 20423

6/19/91

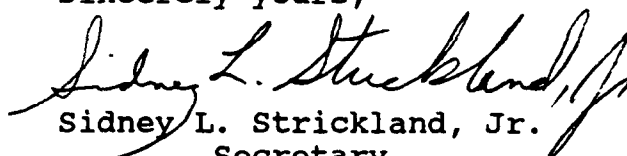
OFFICE OF THE SECRETARY

David A. Hirsh
Pepper, Hamilton & Scheetz
1300 19th St. N.W. Suite 700
Washington, D.C. 20016

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/18/91 at 3:45pm, and assigned recordation number(s). 17097-B

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

AMENDMENT NO. 1 TO SECURITY AGREEMENT

17097-B
RECORDED & INDEXED
JUN 18 1991 3 45 PM
INTERSTATE COMMERCE COMMISSION

This Amendment No. 1 to Security Agreement, dated as of June 17, 1991, (this "Amendment") is entered into between NORTH AMERICAN CHEMICAL COMPANY, a Delaware corporation ("NACC"), BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION as Collateral Agent and BARCLAYS BANK PLC as Subcollateral Agent (capitalized terms not defined herein having the meanings assigned to such terms in Schedule A to the Senior Agreements referred to below).

WHEREAS, the Credit Agreement Lenders are simultaneously herewith entering into that certain Amended and Restated Credit Agreement dated as of June 17, 1991, among NACC, said Credit Agreement Lenders, the Issuing Bank, the Swing Line Lender, the Facility Agent and the Documentation Agent (the "Credit Agreement") amending and restating the Credit Agreement dated as of November 20, 1990, among NACC, the lenders named therein and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA as Credit Agent;

WHEREAS, the Senior Fixed Rate Note Lenders are party to that certain Senior Fixed Rate Note Agreement dated as of November 20, 1990, between the institutional investors named therein and NACC (as amended, supplemented or otherwise modified from time to time, the "Senior Fixed Rate Note Agreement" and, together with the Credit Agreement, the "Senior Agreements");

WHEREAS, NACC, the Senior Fixed Rate Note Lenders, the Credit Agreement Lenders, the Co-Agents, the Collateral Agent, the Subcollateral Agent, the Intercreditor Agent and the Interest Protection Parties are simultaneously herewith entering into that certain Amended and Restated Intercreditor Agreement dated as of June 17, 1991 (the "Intercreditor Agreement") amending and restating the Intercreditor Agreement dated as of November 20, 1990 among NACC and the secured parties named therein (the "Original Intercreditor Agreement");

WHEREAS, NACC and FIRST FIDELITY BANK, NATIONAL ASSOCIATION, NEW JERSEY, ("First Fidelity") as collateral agent for the Secured Parties under the Original Intercreditor Agreement are party to that certain Security Agreement, dated as of November 19, 1990 (the "Security Agreement");

WHEREAS, BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION has been appointed as the Collateral Agent replacing First Fidelity as collateral agent for the Secured Parties and BARCLAYS BANK PLC has been appointed as the Subcollateral Agent for the Secured Parties;

WHEREAS, NACC, the Collateral Agent and the Subcollateral Agent wish to amend the Security Agreement to make certain changes which are necessary to conform the provisions of the Security Agreement to the terms of the Intercreditor Agreement and the Credit Agreement and to reflect the substitution of the Collateral Agent and the addition of the Subcollateral Agent as a signatory to the Security Agreement; and

WHEREAS, the Secured Parties and the Intercreditor Agent are willing to consent to the amendment of the Security Agreement;

NOW, THEREFORE, NACC, the Collateral Agent and the Subcollateral Agent hereby agree as follows:

SECTION 1. Amendments to Security Agreement.

(a) The definition of "Closing Date" contained in Section 1 of Security Agreement is hereby deleted.

(b) The definition of "Credit Agreement" contained in Section 1 of the Security Agreement is hereby amended to read as follows:

"'Credit Agreement': the Amended and Restated Credit Agreement, dated as of June 17, 1991, among NACC, the Credit Agreement Lenders, the Issuing Bank, the Swing Line Lender, the Facility Agent and the Documentation Agent amending and restating the Original Credit Agreement, as amended, supplemented or otherwise modified from time to time."

(c) A new definition shall be inserted in Section 1 of the Security Agreement immediately after the definition of "NACC" which shall read as follows:

"'Obsolete Vehicle': any car, truck or trailer now owned or hereinafter acquired by NACC, once the sixth anniversary of the manufacture date of such car, truck or vehicle has expired."

(d) The definitions of "Required Holders" and "Required Secured Parties" contained in Section 1 of the Security Agreement are hereby deleted.

(e) Paragraph (b) of Section 3 of the Security Agreement is hereby amended to read as follows:

"(b) Notice to Account Debtors and Contract Parties. Upon the request of the Collateral Agent after receipt by the Collateral Agent of an Instruction Notice delivered by the Majority Secured Parties pursuant to the Intercreditor Agreement, NACC shall notify account debtors on the Accounts and third parties to the Contracts that the Accounts and the Contracts, respectively, have been assigned to the Collateral Agent for the ratable benefit of the Secured Parties and that payments in respect thereof shall be made directly to the Collateral Agent. The Collateral Agent may in its own name or in the name of others communicate with account debtors on the Accounts or third parties to the Contracts to verify with them to its satisfaction the existence, amount and terms of any Accounts or Contracts, respectively."

(f) Paragraph (c) of Section 3 of the Security Agreement is hereby amended to read as follows:

"(c) Collections on Accounts and Contracts. The Collateral Agent hereby authorizes NACC to collect the Accounts and the amounts due under the Contracts; provided, however, that such authorization shall automatically cease upon receipt by NACC from the Collateral Agent of a notice stating that the Collateral Agent has received an Instruction Notice delivered pursuant to Section 4 of the Intercreditor Agreement, that the Collateral Agent has notified the Subcollateral Agent thereof and that NACC is no longer authorized to collect the Accounts or the amounts due under the Contracts. NACC has established a system of lockbox accounts (individually, a "Lockbox Account" and collectively, the "Lockbox Accounts") and related demand deposit accounts, all for the benefit of the Secured Parties. Such system shall be established pursuant to a Lockbox Agreement, substantially in the form of Exhibit A to this Security Agreement, as amended, supplemented, or otherwise modified from time to time (the "Lockbox Agreement"), and shall be in all respects reasonably satisfactory to the Required Secured Parties. NACC shall instruct each obligor with respect to a Trade Account or a Payables Contract to make all payments with respect thereto to a Lockbox Account. The Subcollateral Agent will instruct the banks at which the Lockbox Accounts are maintained to deposit all such payments into the related demand deposit account of the Subcollateral

Agent with said bank and to transfer daily all such collected amounts to a demand deposit account maintained by the Subcollateral Agent in its name, referencing NACC (such account being herein called the "Accumulation Account"). All Proceeds of Collateral which are not paid directly into a Lockbox Account by an obligor, when collected by or on behalf of NACC (whether consisting of checks, notes, drafts, bills of exchange, money orders, commercial paper of any kind whatsoever or other documents), shall be promptly deposited by NACC in precisely the form received, except for its endorsement when required, in a Lockbox Account or directly in the Accumulation Account, and until so turned over, shall be deemed to be held in trust by NACC for and as the Subcollateral Agent's property and shall not be commingled with other funds of NACC. All Proceeds and interest thereon in the Accumulation Account shall continue to be collateral security for all of the Secured Obligations and shall not constitute payment thereof until applied as hereinafter provided. So long as no Event of Default has occurred and is continuing, NACC may withdraw collected amounts on deposits and interest thereon in the Accumulation Account as provided in Section 4 of the Lockbox Agreement. If an Event of Default shall have occurred and be continuing, at any time upon the request of the Majority Secured Parties, the Subcollateral Agent shall transfer all or any part of the funds on deposit and interest thereon in the Accumulation Account to the Master Collateral Account and the Intercreditor Agent shall make application thereof to the Secured Obligations in such order as the Intercreditor Agent may determine subject to Section 10 of the Intercreditor Agreement, and any part of such funds which the Required Secured Parties elect not so to apply and deem not required as collateral security for the Secured Obligations shall be paid over from time to time by the Subcollateral Agent to NACC. In no event shall any checks, drafts or other instruments which are deposited into any collateral account pursuant hereto constitute final payment unless and until such instruments have been collected."

(g) Paragraph (d) of Section 3 of the Security Agreement is hereby amended by deleting the words "Required Secured Parties" appearing on line two thereof and inserting in their stead the words "Majority Secured Parties."

(h) Paragraphs (e), (f), (h) and (i) of Section 4 of the Security Agreement are hereby amended by deleting the words "As of the date hereof" appearing on lines one and two of paragraph (e), on lines one and two and on line four of paragraph (f) and on line one of paragraph (i), respectively, thereof and inserting in their stead the words "As of the Restatement Date".

(i) Paragraph (j) of Section 4 of the Security Agreement is hereby amended by deleting the words "As of the Closing Date" appearing on line one thereof and inserting in their stead the words "As of the Restatement Date".

(j) Paragraph (k) of Section 5 of the Security Agreement is hereby amended by inserting after the last sentence thereof a new sentence which shall read as follows:

"Notwithstanding the foregoing, the provisions of this paragraph 5(k) shall not apply to any Vehicle that is an Obsolete Vehicle."

(k) Paragraph (g) of Section 5 of the Security Agreement is hereby amended by inserting after the last sentence thereof a new sentence which shall read as follows:

"Notwithstanding the foregoing, the provisions of this paragraph 5(g) shall not apply to any Vehicle that is an Obsolete Vehicle."

(l) Section 17 of the Security Agreement is hereby amended by deleting the reference to "Section 31 of the Intercreditor Agreement" contained therein and inserting instead a reference to "Section 30 of the Intercreditor Agreement".

(m) Clause (i) of Section 18 of the Security Agreement is hereby amended to read as follows:

"(i) if to the Collateral Agent, addressed to it at Bank of America National Trust and Savings Association, Global Agency #5596, 315 Montgomery Street, San Francisco, California 94104, Attn: Dietmar Schiel."

(n) Section 20 is hereby amended by inserting the paragraph heading "(a) Contract Rights, Permits and Licenses" immediately after the section heading "20. Release of Certain Collateral" and by inserting after the last sentence thereof a new paragraph which shall read as follows:

"(b) Vehicles. Any Collateral consisting of Vehicles shall be released from the security interest granted hereunder, and shall thereafter cease to be deemed to be "Collateral", if (i) such Vehicle is an Obsolete Vehicle, (ii) for any fiscal year, the aggregate book value of such Vehicle together with any other Obsolete Vehicles that have been released from the Lien created by this Agreement during such fiscal year does not exceed \$100,000 and (iii) the release of the Lien of the security interest will not result in a Default under the Credit Documents (exclusive of the Subordinated Debt Documents). The Collateral Agent, in accordance with the terms of the Intercreditor Agreement, shall take all actions necessary to release the Lien created by this Security Agreement with respect to any such Obsolete Vehicle that satisfies the conditions set forth above."

SECTION 2. Representations and Warranties. NACC hereby represents and warrants to the Collateral Agent for the benefit of the Secured Parties that as of the date of execution of this Amendment the representations and warranties contained in Section 4 of the Security Agreement are correct as if made on and as of such date.

SECTION 3. Conditions to Effectiveness. This Amendment shall become effective when a counterpart of this Amendment shall have been executed by NACC and the Collateral Agent and counterparts hereof shall have been executed by the Intercreditor Agent and the Required Secured Parties as consenting parties.

SECTION 4. References to and Effect on the Credit Documents.

(a) Upon the effectiveness of this Amendment, each reference in the Security Agreement to "this Agreement" or "this Security Agreement", "hereunder", "hereby", "herein" or words of like import, shall mean and be a reference to the Security Agreement as amended hereby, and each reference in each other Credit Document to the Security Agreement shall mean and be a reference to the Security Agreement as amended hereby.

(b) Except as specifically amended hereby, the Security Agreement shall remain and continue to be in full force and effect in accordance with its terms.

SECTION 5. Execution in Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument.

SECTION 6. Governing Law. This Amendment shall be governed by and construed in accordance with the law of the State of New York.

SECTION 7. Headings. Section headings in this Amendment are included herein for convenience of reference only and shall not constitute a part of this Amendment for any other purpose.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

NORTH AMERICAN CHEMICAL
COMPANY

By: _____

Title: _____

BANK OF AMERICA NATIONAL TRUST
AND SAVINGS ASSOCIATION,
as Collateral Agent

By: _____

Title: AVP

BARCLAYS BANK PLC,
as Subcollateral Agent

By: _____

Title: AVP

Consenting Parties:

BARCLAYS BANK PLC
as Intercreditor Agent

By: _____

Title: AVP

BANK OF AMERICA NATIONAL TRUST
AND SAVINGS ASSOCIATION,
as Credit Agreement Lender

By: _____

Title: Vice President

BANQUE NATIONALE DE PARIS,
as Credit Agreement Lender

By: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

NORTH AMERICAN CHEMICAL
COMPANY

By: _____
Title: _____

BANK OF AMERICA NATIONAL TRUST
AND SAVINGS ASSOCIATION,
as Collateral Agent

By: _____
Title: _____

BARCLAYS BANK PLC,
as Subcollateral Agent

By: _____
Title: _____

Consenting Parties:

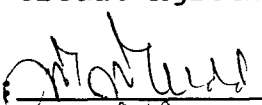
BARCLAYS BANK PLC
as Intercreditor Agent

By: _____
Title: _____

BANK OF AMERICA NATIONAL TRUST
AND SAVINGS ASSOCIATION,
as Credit Agreement Lender

By: _____
Title: _____

BANQUE NATIONALE DE PARIS,
as Credit Agreement Lender

By: 
Title: Asst. Secy.

BARCLAYS BANK PLC,
as Credit Agreement Lender

By: Reed R Menefee
Title: AVP

MITSUI TRUST & BANKING CORPORATION,
as Credit Agreement Lender

By: [Signature]
Title: VP

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA,
as Credit Agreement Lender

By: _____
Title: _____

WESTPAC BANKING CORPORATION,
as Credit Agreement Lender

By: Michael J. [Signature]
Title: AVP

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA,
as Senior Fixed Rate Note Lender

By: _____
Title: _____

PRUDENTIAL REINSURANCE COMPANY,
as Senior Fixed Rate Note Lender

By: _____
Title: _____

BARCLAYS BANK PLC,
as Credit Agreement Lender

By: _____
Title: _____

MITSUI TRUST & BANKING CORPORATION,
as Credit Agreement Lender

By: _____
Title: _____

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA,
as Credit Agreement Lender

By: Dennis B. Murphy *DM*
Title: _____

WESTPAC BANKING CORPORATION,
as Credit Agreement Lender

By: _____
Title: _____

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA,
as Senior Fixed Rate Note Lender

By: Dennis B. Murphy *DM*
Title: _____

PRUDENTIAL REINSURANCE COMPANY,
as Senior Fixed Rate Note Lender

By: Dennis B. Murphy *DM*
Title: _____

MELLON BANK, N.A.,
as Trustee for First Plaza
Group Trust (as directed by
General Motors Pension
Investment Committee),
as Senior Fixed Rate Note Lender

By: _____
Title: _____

THE CHASE MANHATTAN BANK, N.A.,
as Interest Protection Party

By: _____
Title: _____

Agreed to:

FIRST FIDELITY BANK,
NATIONAL ASSOCIATION,
NEW JERSEY

By: _____
Title: _____

MELLON BANK, N.A.,
as Trustee for First Plaza
Group Trust (as directed by
General Motors Pension
Investment Committee),
as Senior Fixed Rate Note Lender

By: Susan M. Hollenhorst
Title: Susan M. Hollenhorst
Associate Counsel

THE CHASE MANHATTAN BANK, N.A.,
as Interest Protection Party

By: _____
Title: _____

Agreed to:

FIRST FIDELITY BANK,
NATIONAL ASSOCIATION,
NEW JERSEY

By: _____
Title: _____



AMENDED AND RESTATED LOCKBOX AGREEMENT

This Amended and Restated Lockbox Agreement, dated as of June __, 1991, (this "Agreement") is entered into among COMMERCE BANK OF KANSAS CITY, N.A. (the "Depository Bank"), BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION, as Collateral Agent (the "Collateral Agent"), BARCLAYS BANK PLC, as Subcollateral Agent (the "Subcollateral Agent") and NORTH AMERICAN CHEMICAL COMPANY, a Delaware Corporation ("NACC") (capitalized terms not defined herein having the meanings assigned to such terms in Schedule A to the Senior Agreements referred to below).

WHEREAS, the Credit Agreement Lenders are simultaneously herewith entering into that certain Amended and Restated Credit Agreement dated as of June __, 1991, among NACC, said Credit Agreement Lenders, the Issuing Bank, the Swing Line Lender, the Facility Agent and the Documentation Agent (the "Credit Agreement") amending and restating the Credit Agreement dated as of November 20, 1990, among NACC, the lenders named therein and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA as Credit Agent;

WHEREAS, the Senior Fixed Rate Note Lenders are party to that certain Senior Fixed Rate Note Agreement dated as of November 20, 1990, between the institutional investors named therein and NACC (as amended, supplemented or otherwise modified from time to time, the "Senior Fixed Rate Note Agreement") and, together with the Credit Agreement, the "Senior Agreements";

WHEREAS, NACC, the Senior Fixed Rate Note Lenders, the Credit Agreement Lenders, the Co-Agents, the Collateral Agent, the Subcollateral Agent, the Intercreditor Agent and the Interest Protection Parties are simultaneously herewith entering into that certain Amended and Restated Intercreditor Agreement dated as of June __, 1991 (the "Intercreditor Agreement") amending and restating the Intercreditor Agreement dated as of November 20, 1990 among NACC and the secured parties named therein (the "Original Intercreditor Agreement");

WHEREAS, the Depository Bank, FIRST FIDELITY BANK, NATIONAL ASSOCIATION, NEW JERSEY ("First Fidelity") as collateral agent for the Secured Parties under the Original Intercreditor Agreement and NACC are party to that certain Lockbox Agreement, dated as of November 20, 1990 (the "Lockbox Agreement");

WHEREAS, BANK OF AMERICA NATIONAL TRUST AND SAVINGS ASSOCIATION has been appointed as the Collateral Agent replacing First Fidelity as collateral agent for the Secured Parties and BARCLAYS BANK PLC has been appointed as the Subcollateral Agent for the Secured Parties;

WHEREAS, the Depository Bank, the Collateral Agent, the Subcollateral Agent and NACC wish to amend and restate the Lockbox Agreement to make certain changes which are necessary to conform the provisions of the Lockbox Agreement to the terms of the Intercreditor Agreement and the Credit Agreement and to reflect the substitution of the Collateral Agent and the addition of the Subcollateral Agent as a signatory to the Lockbox Agreement; and

WHEREAS, the Secured Parties and the Intercreditor Agent are willing to consent to the amendment and restatement of the Lockbox Agreement;

NOW, THEREFORE, the Depository Bank, the Collateral Agent, the Subcollateral Agent and NACC hereby agree as follows:

1. Defined Terms. Unless otherwise defined in, terms which are defined in, or by reference to, Schedule A to the Credit Agreement and used herein are so used as so defined.

2. Depository Accounts. The Subcollateral Agent (as agent for the Collateral Agent) shall possess all right, title and interest in all of the items from time to time in the Depository Accounts and their proceeds. The Depository Bank shall be the Subcollateral Agent's agent for the purpose of presenting such items for payment, and upon payment, holding the proceeds. The Depository Accounts shall be under the sole dominion and control of the Subcollateral Agent. Neither NACC nor any person or entity claiming by, through or under NACC shall have any rights, title or interest in, and control over the use of, or any right to withdraw any amount from, the Depository Accounts.

3. Duties of the Depository Bank. The Depository Bank shall:

(a) rent one or more post office boxes in the name of the Subcollateral Agent relating to the Depository Accounts; provided, that if a post office box relating to any Depository Account currently exists in the name of NACC, such post office box is hereby assigned by NACC to the Subcollateral Agent (and NACC agrees to execute and deliver any postal service forms required in connection with such assignment) and shall be maintained by the Depository Bank in the name of the Subcollateral Agent as provided above. The Depository Bank shall provide to the Subcollateral Agent written confirmation that the name on any such assigned post office box has been changed to the name of the Subcollateral Agent. The Depository Bank shall have exclusive and unrestricted access to, and shall collect the mail delivered to, such post office boxes (even though addressed to NACC, the Collateral Agent or the

Subcollateral Agent) on each business day in accordance with the Depositary Bank's regular collection schedule;

(b) open all mail (even though addressed to NACC, the Collateral Agent or the Subcollateral Agent) and endorse all items and remittances received in such post office boxes and credit such items and remittances to the appropriate Depositary Account. All such items and remittances shall be endorsed in substantially the following form:

"Credited to Account # _____.
Absence of Endorsement Guaranteed."

(c) apply and credit to the appropriate Depositary Account all wire transfers directed to such Depositary Account even though such wire transfers may identify the Depositary Account as an account of NACC;

(d) prepare and hold one photocopy of the front of each check, draft, note, bill of exchange, money order, commercial paper or other securities, instruments or documents ;(collectively, the "checks", and individually, a "check") with the date of deposit to be shown on the right-hand and bottom edges. Attachments received with payments, such as detachable stubs, together with any correspondence and the individual envelope, are to be affixed to the photocopy of the check;

(e) hold all postdated checks of not more than five (5) days in the Depositary Account until they may be collected. All postdated checks of more than five (5) days shall be returned to NACC or as otherwise directed by the Subcollateral Agent. Undated checks may be dated by the Depositary Bank to agree with the postmark date and included in the regular deposit. Checks incorrectly made out, where the amount in figures and words differ, are to be deposited for the amount in words only. Checks bearing no signature shall be stamped "refer to maker" and sent through the clearing system. Third-party checks may be deposited into the Depositary Account if properly endorsed. Checks bearing the legend "Payment in Full" or words of similar import, either typed or handwritten, shall be withheld from the clearing system and sent to NACC or, at any time after written notice by the Subcollateral Agent (which the Subcollateral Agent agrees only to give after the occurrence and during the continuance of an Event of Default), to the Subcollateral Agent.

4. Accumulation Account.

(a) The Subcollateral Agent shall establish an accumulation account (the "Accumulation Account") in the name of the Subcollateral Agent, referencing NACC. On each day on which the branch office of the Depositary Bank at which the Depositary Account is being maintained is open, the Depositary Bank shall transfer the total of all credits from the previous day in each Depositary Account to the Accumulation Account. The Subcollateral Agent shall possess all right, title and interest in all of the items from time to time in the Accumulation Account and its proceeds.

(b) As long as the Depositary Bank shall not have received or been advised in writing of a Notice of Default from the Intercreditor Agent pursuant to Section 3 of the Intercreditor Agreement, (i) NACC shall have the right to withdraw all funds on deposit in the Accumulation Account and (ii) NACC shall possess the right to all interest earned on the funds on deposit in the Accumulation Account and its proceeds.

(c) At any time after the Depositary Bank shall have received or been advised in writing of a Notice of Default from the Intercreditor Agent pursuant to Section 3 of the Intercreditor Agreement, (i) neither NACC nor any person or entity claiming by, through or under NACC shall have any right, title or interest in, any control over the use of, or any right to withdraw from, the Accumulation Account and its proceeds; (ii) subject to the Security Agreement and the Intercreditor Agreement, the Subcollateral Agent shall hold such funds in the Accumulation Account and shall possess all right, title and interest in all of the items in the Accumulation Account and its proceeds; and (iii) the Subcollateral Agent shall possess the right to all interest earned on the funds on deposit in the Accumulation Account and its proceeds.

(d) Notwithstanding the foregoing, neither NACC, nor any person or entity claiming by, through or under NACC, shall deposit any funds into the Accumulation Account other than proceeds of Subcollateral.

5. Indemnity. NACC hereby agrees to pay, indemnify and hold the Depositary Bank harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever (including, without limitation, legal fees) with respect to the performance of this Agreement by the Depositary Bank or any of the Depositary Bank's directors, officers, or employees, unless arising from its or their own gross negligence or willful misconduct. The Depositary Bank

shall also be indemnified by the Secured Parties as provided in Section 19 of the Intercreditor Agreement.

6. Fees and Expenses.

(a) NACC hereby agrees:

(i) to pay such fees and charges to the Depositary Bank with respect to the Depositary Accounts as shall from time to time be mutually agreed upon by NACC and the Depositary Bank. The Depositary Bank shall mail an invoice to NACC once a month, which shall set forth the fees and charges payable for such month and be accompanied by such supporting documentation as the Depositary Bank shall deem reasonable; and

(ii) to pay the Depositary Bank for all of its expenses in connection with the establishment and maintenance of the post office boxes rented pursuant to this Agreement.

(b) If the fees and expenses described in paragraph (a) above have not been paid when due, the Depositary Bank shall be entitled to charge any Depositary Account and/or the Accumulation Account for any such fees and expenses.

7. Limitations on Liability of the Depositary Bank. The Depositary Bank undertakes to perform only such duties as are expressly set forth herein. Notwithstanding any other provision of this Agreement, it is agreed by the parties hereto that the Depositary Bank shall not be liable for any action taken by it or any of its directors, officers, or employees in accordance with this Agreement except for its or their own gross negligence or willful misconduct. In no event shall the Depositary Bank be liable for losses or delays resulting from force majeure, computer malfunctions, interruption of communication facilities, labor difficulties or other causes beyond the Depositary Bank's reasonable control or for indirect, special or consequential damages.

8. Irrevocable Instructions. NACC acknowledges that the agreements made by it and the authorizations granted by it herein are irrevocable unless otherwise agreed to in writing by the Subcollateral Agent and that the authorizations granted in Section 3 are powers coupled with an interest.

9. Account Information. The Depositary Bank shall provide monthly statements summarizing the activity in the Depositary Accounts to NACC and to such other persons or entities as the Collateral Agent or the Subcollateral Agent shall direct by notice to the Depositary Bank. In addition, the Depositary Bank will provide to the Collateral Agent, the Subcollateral Agent

and NACC copies of all information reasonably requested by any of them.

10. Waiver of Right of Set-Off. The Depositary Bank waives, with respect to all of its existing and future claims against NACC or any affiliate thereof, all existing and future rights of set-off and banker's liens against the Depositary Accounts and all items (and proceeds thereof) that come into its possession in connection with the Depositary Accounts, provided that the Depositary Bank retains the right to charge any Depositary Account and/or Accumulation Account (a) for all items deposited in such Depositary Account and/or Accumulation Account after the date hereof and subsequently returned to the Depositary Bank unpaid and (b) for all compensation and expenses with respect to the Depositary Accounts. Checks deposited to a Depositary Account which are returned unpaid because of "insufficient funds", "uncollected funds" or for similar reasons shall be redeposited by the Depositary Bank and represented for payment only once. If redeposit/representation is not warranted for reasons such as "account closed" or "payment stopped", or if checks are returned unpaid a second time, all charges or debits relating to such returned checks may be made to any Depositary Account and/or the Accumulation Account; provided, however, that if sufficient funds are not available in the Depositary Account(s) or Accumulation Account to cover the foregoing charges or debits, the Depositary Bank shall notify NACC, and NACC shall immediately reimburse the Depositary Bank for the amount necessary to cover the foregoing charges or debits; provided, further, that if NACC fails to reimburse the Depositary Bank within thirty (30) days after the Depositary Bank's demand upon NACC, the Depositary Bank shall notify the Subcollateral Agent of NACC's failure and the Subcollateral Agent shall immediately reimburse the Depositary Bank for the amount necessary to cover the foregoing charges or debits but only to the extent the Subcollateral Agent receives funds for such purpose from the Secured Parties, other than the Collateral Agent or the Subcollateral Agent.

11. Representations and Warranties. The Depositary Bank represents and warrants that:

(a) only employees of the Depositary Bank or its affiliates, or Federal postal employees and agents, shall have access to the post office boxes provided for herein;

(b) the Depositary Accounts are the only accounts that are being maintained as of the date hereof by the Depositary Bank with respect to NACC.

12. Investment of Funds. Monies on deposit in the Depositary Account shall not be invested and shall not earn interest. Monies on deposit in the Accumulation Account shall

be invested in an overnight investment program made available by the Depositary Bank, pursuant to terms and conditions acceptable to the Depositary Bank.

13. Accounts of NACC. NACC represents, warrants and covenants that the Depositary Accounts are the only accounts that are or will be maintained with the Depositary Bank with respect to receivables of NACC.

14. Effectiveness; Integration; Amendments. This Agreement shall be effective as of the date first above written. To the extent inconsistent with this Agreement, this Agreement shall supersede any other agreement relating to the matters referred to herein, including any other account agreement between NACC and the Depositary Bank relating to the collection of receivables of NACC. This Agreement constitutes the entire agreement with respect to the Depositary Accounts and is binding upon the parties hereto and their respective successors and assigns and shall inure to their benefit. Neither this Agreement nor any provision hereof may be changed, amended, modified or waived orally, but only by an instrument in writing signed by the parties hereto. Any provision of this Agreement which may prove unenforceable under any law or regulation shall not affect the validity of any other provision hereof.

15. Termination.

(a) This Agreement shall automatically terminate on the date on which the Secured Obligations have been paid in full, all commitments of the Lenders thereunder have been terminated and no Letters of Credit issued thereunder are outstanding. The Depositary Bank shall be entitled to rely on a certificate of the Collateral Agent or the Subcollateral Agent to such effect.

(b) This Agreement shall be terminated by NACC (with respect to the Depositary Accounts listed opposite NACC's name on Schedule I hereto) with the consent of the Collateral Agent and the Subcollateral Agent, or by the Collateral Agent and the Subcollateral Agent, upon advance written notice to the other parties hereto. This Agreement may also be terminated by the Depositary Bank forty-five (45) days after notice to NACC and the Collateral Agent or such earlier date after notice as a replacement for the Depositary Bank shall have been found. NACC shall use its reasonable best efforts to replace the Depositary Bank with another depositary bank promptly after receipt of such notice.

(c) Upon termination of this Agreement, the Depositary Bank shall have the right to charge any Depositary Account

and/or the Accumulation Account, prior to transfer or distribution thereof, for any fees and expenses described in Section 6(a) hereof.

(d) Upon termination of this Agreement, the Depositary Bank shall forward and transfer, at NACC's expense, to any post office box, and to any bank or financial institution, designated by the Collateral Agent or the Subcollateral Agent, all items delivered to or in the post office boxes and all monies on deposit in the Depositary Accounts or the Accumulation Account (after deduction for all fees and expenses as provided in the preceding clause (c)).

16. Notices. All notices, requests, and demands to or upon the respective parties hereto to be effective shall be in writing (including by telecopy or telex), and shall be deemed to have been duly given or made when delivered by hand or overnight courier service or, in the case of telex notice, when sent, answerback received, or, in the case of telecopy notice, when sent and telephonically or electronically confirmed, addressed as follows, or to such other address as may be hereafter notified by the respective parties hereto:

Collateral Agent: Bank of America National Trust
and Savings Association
Global Agency #5596
315 Montgomery Street, 15th Fl.
San Francisco, California 94104
Attention: Dietmar Schiel
Telecopy: (415) 622-4894
Confirmation: (415) 953-8501.

Subcollateral Agent: Barclays Bank PLC
75 Wall Street
New York, New York 10265
Attention: Larry Sola
Telecopy: (212) 412-4090
Confirmation: (212) 412-3363

Depositary Bank: Commerce Bank of Kansas City
1000 Walnut Street
P.O. Box 419248
Kansas City, MI 64141-6248
Attn: Corporate Services
Telephone: (816) 234-2000

NACC: North American Chemical Company
c/o D. George Harris & Associates, Inc.
61 Broadway, Suite 918
New York, NY 10006
Attn: Mr. Anthony J. Petrocelli
Telecopy: (212) 480-0623
Confirmation: (212) 480-0650

17. Governing Law. EXCEPT TO THE EXTENT THAT THE LAWS OF THE STATE IN WHICH THE DEPOSITARY BANK IS LOCATED GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

18. Counterparts. This Agreement may be executed in any number of counterparts which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and delivered by its duly authorized officer on the date first set forth above.

COMMERCE BANK OF KANSAS CITY, N.A.,
as Depositary Bank

By: _____
Title: _____

BANK OF AMERICA NATIONAL TRUST
AND SAVINGS ASSOCIATION
as Collateral Agent

By: _____
Title: _____

BARCLAYS BANK PLC,
as Subcollateral Agent

By: _____
Title: _____

NORTH AMERICAN CHEMICAL COMPANY

By: _____
Title: _____

Consenting Parties:

BARCLAYS BANK PLC,
as Intercreditor Agent

By: _____
Title: _____

BANK OF AMERICA NATIONAL TRUST
AND SAVINGS ASSOCIATION,
as Credit Agreement Lender

By: _____
Title: _____

BANQUE NATIONALE DE PARIS,
as Credit Agreement Lender

By: _____
Title: _____

BARCLAYS BANK PLC,
as Credit Agreement Lender

By: _____
Title: _____

MITSUI TRUST & BANKING CORPORATION,
as Credit Agreement Lender

By: _____
Title: _____

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA,
as Credit Agreement Lender

By: _____
Title: _____

WESTPAC BANKING CORPORATION,
as Credit Agreement Lender

By: _____
Title: _____

THE PRUDENTIAL INSURANCE COMPANY
OF AMERICA,
as Senior Fixed Rate Note Lender

By: _____
Title: _____

PRUDENTIAL REINSURANCE COMPANY,
as Senior Fixed Rate Note Lender

By: _____
Title: _____

MELLON BANK, N.A.,
as Trustee for First Plaza
Group Trust (as directed by
General Motors Pension
Investment Committee),
as Senior Fixed Rate Note Lender

By: _____
Title: _____

Agreed to:

FIRST FIDELITY BANK,
NATIONAL ASSOCIATION, NEW JERSEY

By: _____
Title: _____

SCHEDULE II
INTELLECTUAL PROPERTY - PATENTS/TRADEMARKS

<u>U.S. PATENT NUMBER</u>	<u>ISSUE DATE</u>	<u>TITLE</u>
3,767,776	October 23, 1973	Process for the Recovery of Iodine
3,781,412	December 24, 1973	Method of Reducing Potassium Ion Concentration in Perchlorate Solutions
3,804,941	April 16, 1974	Process for the Extraction of Tungsten from an Aqueous Alkaline Solution
3,806,580	April 23, 1974	Process for the Recovery of Thiotungstate Species from Organic Compositions
3,876,387	April 8, 1975	Method of Producing Burkeite
3,900,292	August 19, 1975	Automatic Control of Crystal Size Distribution
3,981,929	September 21, 1976	Method of Separating Methylolphenols from Solution
4,261,961	April 14, 1981	Process for the Extraction of Potassium from Aqueous Alkaline Solution
4,291,002	September 22, 1981	Process for Producing Sodium Carbonate from Complex Brines
4,478,599	October 23, 1984	Method of Continuously Controlling Crystal Fines Formation
4,626,426	December 2, 1986	Process for the Manufacture of Caustic Soda
4,746,438	May 4, 1988	Method for Purifying Contaminated Waters
4,761,248	August 2, 1988	Process for Preparing Particulate Detergent Products

<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
Bufferight	1,543,153	June 13, 1989
Pyrobor	312,963	May 15, 1934
Three Elephant	745,263	February 19, 1963
Three Elephant and Picture of Three Elephants	747,438	April 2, 1963
Three Elephant and Picture of Three Elephants	747,499	April 2, 1963
Three Elephant	1,279,427	May 29, 1984
V-Bor	610,891	August 23, 1955

<u>Trademark Application</u>	<u>Serial Number</u>	<u>Filing Date</u>
Chemical Design	74/125,446	12/14/90

Schedule III
LICENSES AND PERMITS

I. Permits and Licenses Owned by NACC

A. Variances Issued by the Air Pollution Control District ("APCD")

1. Variance No. 87-022
2. Variance No. 89-007 -
3. Argus No. 2 Mono Crystalizer Scrubber: Interim Variance for excess opacity was granted by APCD on 9/21/90. It expires 12/20/90 at which time there will be a hearing for a Regular Variance.
4. Trona Supo Dryer: Interim Variance for excess emissions was granted by APCD on 9/21/90. It expires 12/20/90 at which time there will be a hearing for a Regular Variance.
5. Trona Potash No. 1 Dryer Scrubber: Interim Variance for excess emissions was granted by APCD on 9/21/90. It expires 12/20/90 at which time there will be a hearing for a Regular Variance.
6. Boric Acid Dryer: An Emergency Variance was granted by the APCD effective October 16, 1990. The APCD has scheduled a hearing for November 16, 1990 to consider granting a Short Term Variance.
7. Seven Cooling Towers: An Emergency Variance was granted by the APCD effective October 16, 1990. The APCD has scheduled a hearing for November 16, 1990 to consider granting a Short Term Variance.
8. Boiler No. 25: KMCC is applying for emergency and interim variances with respect to excess particulate emissions.

B. Federal Mineral Leases and Federal Rights of Way

1. Assignment and acceptance of the following federal mineral leases:

- (a) Lease No. CARI 31
- (b) Lease No. CARI 34
- (c) Lease No. CARI 35
- (d) Lease No. CALA 087487
- (e) Lease No. CALA 087491
- (f) Lease No. CALA 087491A
- (g) Lease No. CALA 087531
- (h) Lease No. CALA 087531A
- (i) Lease No. CALA 087531B
- (j) Lease No. CALA 087978
- (k) Lease No. CALA 087979
- (l) Lease No. CALA 088171
- (m) Lease No. CALA 088171A
- (n) Lease No. CALA 16510
- (o) Lease No. CALA 16511
- (p) Lease No. CALA 16512
- (q) Lease No. CALA 0161572
- (r) Lease No. CALA 0161573
- (s) Lease No. CALA 0161574
- (t) Lease No. CALA 0161574A
- (u) Lease No. CALA 0161575
- (v) Lease No. CALA 0161576
- (w) Lease No. CALA 087312

- (x) Lease No. CALA 087313
- (y) Lease No. CALA 087313A
- (z) Lease No. CALA 087314
- (aa) Lease No. CALA 087314A
- (bb) Lease No. CALA 087315
- (cc) Lease No. CALA 089360
- (dd) Camp Site Use Permit No. CA 0134958

2. Assignment and acceptance of the following federal rights of way:

- (a) Right of Way No. LA 089373
- (b) Right of Way No. LA 087395
- (c) Right of Way No. LA 087337
- (d) Right of Way No. LA 089376
- (e) Right of Way No. LA 087333
- (f) Right of Way No. CA 26235
- (g) Right of Way No. LA 089374
- (h) Right of Way No. LA 089387
- (i) Right of Way No. LA 087371
- (j) Right of Way No. LA 0117921
- (k) Right of Way No. R 963
- (l) Right of Way No. LA 0139159
- (m) Right of Way No. LA 087391
- (n) Right of Way No. LA 087391
- (o) Right of Way No. LA 0141830
- (p) Right of Way No. LA 087346
- (q) Right of Way No. CA 2754

- (r) Right of Way No. CA 22656
- (s) Right of Way No. LA 088583
- (t) Right of Way No. LA 087349
- (u) Right of Way No. LA 089369
- (v) Right of Way No. LA 087623
- (w) Right of Way No. R 07070
- (x) Right of Way No. LA 087861
- (y) Right of Way No. R 03362
- (z) Right of Way No. LA 089372
- (aa) Right of Way No. LA 091627

C. Other

1. Crane Certifications:

- A. #2792
- B. #3086
- C. #3094
- D. #3238
- E. #3273
- F. #3276
- G. #3400
- H. #4236
- I. #4237
- J. #4579
- K. #4726
- L. ACE-2
- M. Territory #46, E-92
- N. Territory #59, E-609
- O. E-681
- P. E-1049
- Q. S-4032-Turbine Room
- R. Salvage Yard
- S. A-434
- T. A-612
- U. A-747
- V. A-674
- W. A-679

2. Fire Protection System (No permits per se exist. Only reports of inspections by local company certified by State to conduct inspections.)
3. Certificate of Registration for Asbestos Related Work (No. 90). Note where worker is going.
4. Certificate of Registration of Weighmasters (No. 03725).
5. Permit to Operate Valley Wells Swimming Pool (No. 77)
6. Permit to Operate Non-Community Water System at Valley Wells (No. 195)
7. Searles Domestic Water Company
 - A. Road Permit No. E-58771/E-59771
 - B. Water Supply Permit No. 69-40
 - C. Water Quality Certificate for Well No. 35 and Well Permit Final Release
 - D. Letter granting amendment to State Water Supply Permit No. 69-40 to allow drilling of Well No. 35
8. Utilities
Fired Boiler Permit
CDIRDOSH, Pressure Vessel Unit
 - A. Boiler No. 22610-78 (NB #22154)
 - B. Boiler No. 22609-78 (NB #22153)
 - C. Boiler No. 22481-67 (NB #22409)Utilities
Pressure Vessel Permits
CDIRDOSH, Pressure Vessel Unit
 - A. Tank No. 22607-78 (NB #1789)
 - B. Tank No. 30181-87 (NB # not listed)
 - C. Tank No. 39628-90
 - D. Tank No. 14951-37
9. Argus Facility
Pressure Vessel Permits
CDIRDOSH, Pressure Vessel Unit
 - A. Tank No. 22608-78

- B. Tank No. 30176-86
- C. Tank No. 30177-86
- D. Tank No. 30178-86
- E. Tank No. 30179-86
- F. Tank No. 30180-86
- G. Tank No. 30185-86
- H. Tank No. 30111-87
- I. Tank No. 30112-87
- J. Tank No. 30113-87
- K. Tank No. 39438-87
- L. Tank No. 39029-89
- M. Tank No. 39030-89
- N. Tank No. 39031-89

10. Westend Facility
Pressure Vessel Permits
CDIRDOSH, Pressure Vessel Unit

- A. Tank No. 13391-83 (NB #22007)
- B. Tank No. 13386-83 (NB #31236)
- C. Tank No. 12277-56 (NB #1885)
- D. Tank No. 12270-67 (NB #32423)
- E. Tank No. 23769-69 (NB #420802)
- F. Tank No. 39604-89 (NB #908249)
- G. Tank No. 39605-89 (NB #63651)
- H. Tank No. 39606-89 (NB #63744)
- I. Tank No. 12289-69 (NB #69549)
- J. Tank No. 12292-69 (NB #14402)
- K. Tank No. 13352-84 (NB # not listed)
- L. Tank No. 13388-83 (NB #665426)
- M. Tank No. 39445-87 (NB #63938)
- N. Tank No. 39444-87 (NB #28173E)
- O. Tank No. 30175-86 (NB # not listed)
- P. Tank No. 29411-86 (NB # not listed)
- Q. Tank No. 29410-86 (NB # not listed)
- R. Tank No. 26909-61
- S. Tank No. 11371-64
- T. Tank No. 13387-83
- U. Tank No. 11985-65

11. Westend Facility
Boiler Permits
CDIRDOSH, Pressure Vessel Unit

- A. Boiler No. 7401-57 (NB #2247)
- B. Boiler No. 11985-65 (NB #21768)
- C. Boiler No. 12264-69 (NB #300)

12. Westend Facility

Crane and Hoist Certifications

- A. Bridge Crane Serial #L8-52518 (No. 8-11115)
- B. Bridge Crane Serial #W308747C (No. 8-11118)
- C. Rough Terrain Crane #68807 (S-2122)
- D. Aerial Manlift #1807805 (No. RAB 85-3410)
- E. Cranveyor-Bird Room East Hoist (No. not listed)
- F. Weyco Crane-Borax Refinery (No. not listed)
- G. Bridge Crane Serial #L1-57788 (No. 8-1114)

13. Lake Facility

A. Drilling Permits and Applications

- a. Permits relating to Lease No. LA 087314 (Wells Nos. FW4, FW5 and FW6).
- b. Permits relating to Lease No. LA 0161572 (Wells Nos. MI-1 and MI-2).

- B. Quarry Reclamation Plan-MPO-060-90-04 (Wells Nos. 752 to 761).

14. Trona Facility

Pressure Vessel Permits

- A. Tank No. 13395-83 (NB #A13877)
- B. Tank No. 22491-66 (NB # not listed)
- C. Tank No. 22531-70 (NB # not listed)
- D. Tank No. 39514-88 (NB #69543)
- E. Tank No. 30186-86 (NB # not listed)
- F. Tank No. 30184-86 (NB # not listed)
- G. Tank No. 13360-85 (NB # not listed)
- H. Tank No. 29000-86 (NB #172320)
- I. Tank No. 29001-86 (NB #311837)
- J. Tank No. 7855-52 (NB # not listed)
- K. Tank No. 7643-59 (NB # not listed)
- L. Tank No. 13405-84 (NB #11289)
- M. Tank No. 39028-89 (NB #446408)
- N. Tank No. 13352-85 (NB # not listed)
- O. Tank No. 21552-64 (NB # not listed)

15. Trona Railway

- A. Hazardous Material (No. 8701071034)
- B. Hazardous Waste Generator (No. 8510240137)
- C. Service Station Permit No. T002230 (gasoline and diesel fuel) (No. T002230)
- D. Certificate of Registration Scale House (No. 03667)
- E. Weighmaster License (No. not listed)
- F. License for Radio Station Call Sign: KRJ881 (File No. 8906288695)
 - a. FCC Consent to the Transfer of Control of TRC
- G. Overhead Crane Serial #1677 Certification (No. 8-11261)
- H. License for Use of Navy Roadway on Federal Property (#N6247490RP00P72)
- I. Vehicle Registrations (10 leased vehicles) Nos:
 - a. 3X96044
 - b. 2W79713
 - c. 3H67586
 - d. 3R07950
 - e. 3P72749
 - f. 3T99230
 - g. 3V02879
 - h. 3W88513
 - i. 3Y41687
 - j. 3X96043
- J. Vehicle Registrations (6 owned vehicles) Nos:
 - a. 1Z94431
 - b. 1AZ1443
 - c. UA2770
 - d. SE122873
 - e. R39703
 - f. 1D92132

16. Registration of Radiation Sources No. 033591
17. Outdoor Advertising Permits
 - A. Permit No. 33098
 - B. Permit No. 33119
18. Easement from United States Department of Navy made on December 6, 1989, recorded on April 24, 1990 in Book 6373, page 2299, Official Records of Kern County, and filed in the records of the United States Department of the Navy as document number N6247490RP00E02.
19. Easement for a Cathodic Protection System made on February 5, 1985, recorded on March 26, 1985, as document number 85-069781, Official Records of San Bernardino County, and filed in the records of the United States Department of the Navy as document number N6247485RP00P56.
20. Encroachment Permit granted pursuant to letter dated October 3, 1990 from City of Ridgecrest.
21. Assignment of Nonexclusive Franchise from Stanffer Chemical Co. to Kerr-McGee Chemical Corp., Franchise Resolution No. 73-265.

II. Permits and Licenses
Sought But Not Yet Obtained by NACC^{1/}

A. Federal Rights of Way

1. Assignment and acceptance of the following federal mineral leases:

- (a) Right of Way No. LA 087338
- (b) Right of Way No. CA 4746
- (c) Right of Way No. S 5665
- (d) Right of Way No. S 5774
- (e) Right of Way No. S 5757

B. Federal Pesticide, Fertilizer and Animal Feed Licenses Related To Soda Products

2. THREE ELEPHANT boric acid (EPA# 2342-985)
3. THREE ELEPHANT borax decahydrate (EPA# 2342-909)
4. THREE ELEPHANT borax pentahydrate (EPA# 2342-905)
5. TRONACARB 96% sodium bicarbonate (USDA)

C. Annual State Registrations

6. Alabama THREE ELEPHANT boric acid
7. Alabama BUFFERIGHT 96% sodium bicarbonate
8. Alaska BUFFERIGHT 96% sodium bicarbonate

-
1. In some cases, the transfer of these Items will not be effective until after closing. This is due to the fact that proof that the sale has been consummated must be submitted to the agency issuing the particular license/permit. In other cases, the license or permit is not being transferred but rather a new one is being applied for. In either case, the agency will not begin processing a request to either transfer the license/permit or issue a new one until after the closing.

9. Arizona BUFFERIGHT 96% sodium bicarbonate
10. Arizona THREE ELEPHANT boric acid, borax
11. Arizona TRONA muriate of potash, TRONA sulfate of potash
12. California THREE ELEPHANT borax, boric acid, V-Bor
13. California Fertilizers [All Products]
14. California Fertilizers [All Products]
15. California Fertilizers [All Products]
16. California Fertilizers [All Products]
17. California Fertilizers [All Products]
18. California BUFFERIGHT 96% sodium bicarbonate
19. California THREE ELEPHANT borax, boric acid
20. Colorado TRONA muriate of potash
21. Colorado BUFFERIGHT 96% sodium bicarbonate
22. Connecticut BUFFERIGHT 96% sodium bicarbonate
23. Delaware BUFFERIGHT 96% sodium bicarbonate
24. Georgia BUFFERIGHT 96% sodium bicarbonate
25. Georgia THREE ELEPHANT boric acid
26. Hawaii THREE ELEPHANT boric acid
27. Idaho TRONA muriate of potash, sulfate of potash
28. Idaho BUFFERIGHT 96% sodium bicarbonate
29. Illinois BUFFERIGHT 96% sodium bicarbonate
30. Illinois THREE ELEPHANT boric acid
31. Indiana BUFFERIGHT 96% sodium bicarbonate

32. Indiana THREE ELEPHANT boric acid
33. Iowa BUFFERIGHT 96% sodium bicarbonate
34. Kansas THREE ELEPHANT boric acid
35. Kansas BUFFERIGHT 96% sodium bicarbonate
36. Kentucky BUFFERIGHT 96% sodium bicarbonate
37. Kentucky THREE ELEPHANT boric acid
38. Louisiana BUFFERIGHT 96% sodium bicarbonate
39. Louisiana THREE ELEPHANT boric acid
40. Maine BUFFERIGHT 96% sodium bicarbonate
41. Maryland BUFFERIGHT 96% sodium bicarbonate
42. Maryland THREE ELEPHANT boric acid
43. Massachusetts BUFFERIGHT 96% sodium bicarbonate
44. Massachusetts THREE ELEPHANT boric acid
45. Michigan THREE ELEPHANT boric acid
46. Michigan BUFFERIGHT 96% sodium bicarbonate
47. Minnesota THREE ELEPHANT boric acid
48. Minnesota BUFFERIGHT 96% sodium bicarbonate
49. Mississippi BUFFERIGHT 96% sodium bicarbonate
50. Mississippi THREE ELEPHANT boric acid
51. Missouri BUFFERIGHT 96% sodium bicarbonate
52. Missouri THREE ELEPHANT boric acid
53. Montana BUFFERIGHT 96% sodium bicarbonate
54. Montana BUFFERIGHT 96% sodium bicarbonate
55. Nebraska THREE ELEPHANT boric acid

56. Nebraska BUFFERIGHT 96% sodium bicarbonate
57. Nevada TRONA sulphate of potash
58. Nevada THREE ELEPHANT boric acid
59. New Hampshire BUFFERIGHT 96% sodium bicarbonate
60. New Jersey BUFFERIGHT 96% sodium bicarbonate
61. New Jersey THREE ELEPHANT boric acid
62. New Mexico THREE ELEPHANT boric acid
63. New Mexico BUFFERIGHT 96% sodium bicarbonate
64. New York THREE ELEPHANT boric acid
65. New York BUFFERIGHT 96% sodium bicarbonate
66. North Carolina BUFFERIGHT 96% sodium
67. North Carolina THREE ELEPHANT boric acid
68. North Dakota THREE ELEPHANT boric acid
69. North Dakota BUFFERIGHT 96% sodium bicarbonate
70. Ohio BUFFERIGHT 96% sodium bicarbonate
71. Ohio THREE ELEPHANT boric acid
72. Oklahoma THREE ELEPHANT boric acid
73. Oklahoma BUFFERIGHT 96% sodium bicarbonate
74. Oregon TRONA sulfate of potash and muriate of potash
75. Pennsylvania THREE ELEPHANT boric acid
76. Pennsylvania BUFFERIGHT 96% sodium bicarbonate
77. Rhode Island BUFFERIGHT 96% sodium bicarbonate

78. South Carolina BUFFERIGHT 96% sodium bicarbonate
79. South Dakota BUFFERIGHT 96% sodium bicarbonate
80. South Dakota THREE ELEPHANT sodium bicarbonate
81. Tennessee THREE ELEPHANT boric acid
82. Tennessee BUFFERIGHT 96% sodium bicarbonate
83. Texas THREE ELEPHANT boric acid
84. Texas BUFFERIGHT 96% sodium bicarbonate
85. Utah BUFFERIGHT 96% sodium bicarbonate
86. Vermont BUFFERIGHT 96% sodium bicarbonate
87. Virginia BUFFERIGHT 96% sodium bicarbonate
88. Washington BUFFERIGHT 96% sodium bicarbonate
89. Washington THREE ELEPHANT borax acid
90. Washington TRONA muriate of potash sulfate of potash
91. W. Virginia BUFFERIGHT 96% sodium bicarbonate
92. Wisconsin BUFFERIGHT 96% sodium bicarbonate
93. Wyoming BUFFERIGHT 96% sodium bicarbonate

D. Other

94. Class C Annual Vehicle Permit (No. 8510080155)
95. Hazardous Material Transportation (No. 29438)
96. Vehicle Registrations (see Schedule 1.2(h) for list of individual vehicles.)
97. Permits for Emergency Mobile Equipment

- A. Westend Fire Truck (1982) (A-743)
Special Vehicle ID Permit (No. 3538)
Certificate of Compliance - Brake
Adjustments Registration
- B. Trona Fire Engine (A-671)(1986)
Special Vehicle ID Permit
Certificate of Compliance-Brake
Adjustments Registration
- C. Trona Patrol Fire Truck (1980) (A-593)
Special Vehicle ID Permit (No. 3536)
Certificate of Compliance - Brake
Adjustments Registration
- D. Trona Fire Engine (1955) (A-536)
Special Vehicle ID Permit
Certificate of Compliance-Brake
Adjustment Registration
- E. Argus Fire Truck (A-534)
Special Vehicle ID Permit
Certificate of Compliance-Brake
Adjustments Registration
- F. Trona Ford Ambulance (A-680)
Special Vehicle ID Permit
Certificate of Compliance-Brake
Adjustments Registration
- G. Westend Chevy Ambulance (A-483)
ID Permit
Certificate of Compliance-Brake
Adjustments Registration
- 98. Carcinogen Registration for Inorganic Arsenic.
- 99. Ambulance Service Permits
 - A. License for operation of Emergency Ambulance (No. 17436)
 - B. Ambulance Service Permit
- 100. Manlift/Elevator List & Permits to operate Elevators
 - Elevator #31255; License #E70263-LA
 - Elevator #64044; License #E75086-LA

Elevator #64045; License #E75087-LA
Elevator #46113; License #E75083-LA
Elevator #61956; License #E75085-LA
Elevator #48306; License #E75084-LA
Elevator #31509; License #E75082-LA
Elevator #31508; License #E75081-LA
Elevator #35129; License #E70265-LA
Elevator #85100; License #E65201-LA

101. Weighmaster License (No. 1924).

102. Radio Station Licenses

- A. Call Sign: KMD968 (File No. 9005323544)
- B. Call Sign: KMH420 (File No. 9006323932)
- C. Call Sign: KJX557 (File No. 036345)
- D. Call Sign: WNST495 (File No. 9006323931)
- E. Call Sign: KV7078

103. Active Building Permits

SBCEPWA/Land Management Department, Office
of Building and Safety

- A. Grading for ACE Ash Disposal (No. 4099000025235J01)
- B. 9th Floor Boiler Platforms
- C. S03/Urea Bldg. (No. 4099000025701J01)
- D. Westend Hydrosep (No. 4099000012101J01)
- E. Sulfuric Acid Tanks (No. 4098900243201J01)
- F. Security Building (No. 4098900220201J01)
- G. Security Building LUCR (No. 4098900220201J01)

104. Annual Permits for Repair & Maintenance
SBCEPWA/Land Management Department, Office
of Building and Safety

- A. Plumbing Permit No. 3013-1
- B. Mechanical Permit No. 022-1
- C. Electrical Permit No. 2017-1

105. Westend Facility

Construction and Demolition Permits
SBCEPWA/Land Management Department, Office
of Building and Safety

- A. No. 2 Ammonia Compressor (No. 4098900077201J01)
- B. Bicarb Plant Bag House (No. 4098800009201W02)
- C. Demolition Engneeinrg. Bldg. (No. 4098800081245J01)
- D. Pre-Cool System (No. 4098900253201J01)
- E. Steam Condensing System (No. 4098900170201J01)
- F. Corning Pyro Storage (No. 4099000015101J01)

106. Lake Facility

- A. Drilling Permits and Applications
 - c. Application for Permits to Construct Well No. 36 located on APN No. 352-095-27
 - d. Preliminary Approval of Well No. 36 located on APN No. 352-095-27
 - e. Water Quality Supply Certificate for Well No. 36 located on APN No. 352-095-27
- C. Conditional Use Permit
 - a. Well Permit No. S-89-04
 - b. Well Permit No. S-89-03

107. Mobile Trailer Registration
(Note that the numbers referenced in parentheses are the "Decal Nos.")

- A. 76 Sandpoint Serial #S2309 (#MU5708)
- B. 77 Sandpoint Serial #1146 (#SB7013)
- C. 77 Sandpoint Serial #1083 (#SB6979)
- D. 81 Scotsman Serial #N813S01163
(#CCA3113)
- E. 88 PAC Serial #8843510139 (#CCD7888)
- F. 81 Modular Building Serial #10050
(#190828)
- G. GS 2464 Serial #10051 (#190829)

108. Miscellaneous Additional Licenses and Permits

- A. South Trona Lake - Brackish Water.

a. Right-of-Way Grant and Amendment

b. Associated Permits to Drill:

- (i) Well No. 31
- (ii) Well No. 39
- (iii) Well No. 39A
- (iv) Well No. 40
- (v) Well No. U-21 (Permit No. 09157504)
- (vi) Well No. U-23 (Permit No. 11267602)
- (vii) Well No. U-24
- (viii) Well No. U-25
- (ix) Well No. U-26 (Permit No. illegible)
- (x) Well No. U-27
- (xi) Well No. U-28 (Permit No. 02117702)
- (xii) Well No. U-31
- (xiii) Well No. U-31-A
- (xiv) Well No. U-32
- (xv) Well No. Westend No. 1
- (xvi) Well No. Westend No. 2A
- (xvii) Well No. Westend No. 6
- (xviii) Well No. Westend No. 11A
- (xix) Well No. Westend No. 18A

B. Water Lines:

a. County of Kern Franchise 73-265

b. State of California - Encroachment Permits:

- (i) No. 93506-E
- (ii) No. 93930-E
- (iii) No. 96039-E
- (iv) No. 963-U-83
- (v) No. 962-U-7
- (vi) No. 963-U-84
- (vii) No. 967-U-[rest of No. illegible]

c. County of Kern - Encroachment Permit No. 805

d. City of Ridgecrest - Encroachment Permit No. 154

109. ACE Permits with KMC Co-Named^{2/}

See Table VII of Schedule 5.1(q)(iv) to the Asset Purchase Agreement for list of Schedules.

110. County of Kern Encroachment Permit replacing Permit No. 352-662.

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2. As of 10/18/90, the parties are awaiting California Energy Commission approval of a change in operator status and responsibility for the ACE Facility from Kerr-McGee to an ACE designee. If such approval is going to be granted prior to closing, these permits relating to the ACE Facility should be transferred from Kerr-McGee to the ACE designee. If such approval cannot be obtained until after closing, these permits will most likely be transferred to SVA. The responsible party for effecting these transfers will be determined upon further discussion with the California Energy Commission and among the parties.

SCHEDULE IV
Unassignable Contracts

Rail Transportation Contracts

1. Contract ICC-TRC-C-1000 between Trona Railway Company and Kerr-McGee Chemical Corporation dated March 14, 1986.
2. Contract ICC-TRC-C-1002 Accessorial Service Agreement between Trona Railway Company and Kerr-McGee Chemical Corporation dated July 1, 1989.
3. Contract ICC-IC-C-3079 among the Illinois Central Railroad Company, Grand Trunk Western Railroad Company and Kerr-McGee Chemical Corporation dated July 22, 1988.
4. Contract ICC-BO-C-01248 Railroad Transportation Contract among Kerr-McGee Chemical Corporation, CSX Transportation, Inc. formerly The Baltimore and Ohio Railroad Company, Southern Pacific Transportation Company, St. Louis Southwestern Railway and Trona Railway Company effective date December 12, 1985; as amended by Amendment 1 effective date July 3, 1987; Amendment 2 effective date June 3, 1988; Amendment 3 effective date October 5, 1988 and Amendment 4 effective date March 19, 1990.
5. Contract ICC-BO-C-01249 Transfer and Terminal Contract between Kerr-McGee Chemical Corporation and CSX Transportation, Inc. (formerly The Baltimore and Ohio Railroad Company) effective date December 12, 1985 as amended by Amendment 1 effective date April 27, 1989.
6. Contract ICC-CSXT-C-01645 Railroad Transportation Contract between Kerr-McGee Chemical Corporation and CSX Transportation, Inc. effective date April 9, 1987.
7. Contract ICC-CSXT-C-02103 Terminal Transfer Agreement between Kerr-McGee Chemical Corporation and CSX Transportation, Inc. effective date June 2, 1987.
8. Contract ICC-CSXT-C-03417 between Kerr-McGee Corporation and CSX Transportation, Inc. effective date June 29, 1988.
9. Contract CSDR-C-4907 among Kerr-McGee Chemical Corporation, CSX Transportation, Inc. (formerly The Baltimore and Ohio Railroad Company) and The Chesapeake and Ohio Railway Company dated

April 17, 1986 as amended by Amendment 1 dated January 19, 1990.

10. Contract ICC-CSXT-C-56018 Railroad Transportation Contract between Kerr-McGee Corporation and CSX Transportation, Inc. effective date March 5, 1990.
11. Contract ICC-CR-C-1532 Transportation Contract between Consolidated Rail Corporation and Kerr-McGee Chemical Corporation dated February 27, 1985 as amended by Amendment 1 effective date May 23, 1985; Amendment 2 dated June 27, 1985; Amendment 3 dated February 25, 1986; Amendment 4 dated October 29, 1986; Amendment 5 dated February 27, 1987; Amendment 6 dated November 19, 1987; Amendment 7 dated February 25, 1988; Amendment 8 dated July 29, 1988; Amendment 9 dated April 27, 1989; Amendment 10 dated November 7, 1989; and Amendment 11 dated May 31, 1990.
12. Contract ICC-CR-C-6985 Transportation Contract between Consolidated Rail Corporation and Kerr-McGee Chemical Corporation effective date February 24, 1989; as amended by Amendment 1 dated May 10, 1989; Amendment 2 dated July 24, 1989; and Amendment 3 dated March 15, 1990.
13. Contract ICC-CR-C-8758 Transportation Contract between Consolidated Rail Corporation and Kerr-McGee Chemical Corp. effective date December 5, 1989.
14. Contract CR-635840 CONRAIL Exempt Quotation.
15. Contract ICC-CNW-C-3140 Rail Transportation Agreement between Chicago and North Western Transportation Company and Kerr-McGee Corporation dated March 13, 1987 as amended by Amendment 1 effective date April 10, 1987.
16. Contract ICC-DRGW-C-0899 among Southern Pacific Transportation Company (formerly The Denver and Rio Grande Western Railroad Company), Trona Railway Company, Kerr-McGee Chemical Corporation and Ace Cogeneration Company effective date June 3, 1988.
17. Contract ICC-DRGW-C-1112 Rail Transportation Agreement among Southern Pacific Transportation Company (formerly The Denver and Rio Grande Western Railroad Company), Kerr-McGee Chemical Corporation and Ace Cogeneration Company dated July 13, 1988.

18. Contract ICC-SP-C-2640 among Southern Pacific Transportation Company, St. Louis Southwestern Railway Company, Trona Railway Company and Kerr-McGee Chemical Corporation dated May 20, 1985; as supplemented by Supplemental Agreement 1 dated September 16, 1985; Supplemental Agreement 2 dated October 24, 1985; Supplemental Agreement 3 dated May 20, 1986; and Supplemental Agreement 4 dated March 14, 1988.
19. Contract ICC-SP-C-2698 among Southern Pacific Transportation Company, Trona Railway Company and Kerr-McGee Chemical Corporation dated June 6, 1985; as supplemented by Supplemental Agreement 1 dated August 15, 1985; Supplemental Agreement 2 dated January 27, 1986; Supplemental Agreement 3 dated April 8, 1986; Supplemental Agreement 4 dated June 11, 1986; and Supplemental Agreement 5 dated February 24, 1989.
20. Contract ICC-SP-C-3142 among Southern Pacific Transportation Company, St. Louis Southwestern Railway Company, Trona Railway Company and CSX Transportation, Inc., formerly The Baltimore and Ohio Railroad Company and Kerr-McGee Chemical Corporation dated October 24, 1985; as supplemented by Supplemental Agreement 1 dated February 3, 1986; Supplemental Agreement 2 dated November 3, 1986; Supplemental Agreement 3 dated May 5, 1987; and Supplemental Agreement 4 dated June 8, 1989; Supplemental Agreement 5 dated October 23, 1989; and Supplemental Agreement 6 dated June 28, 1990.
21. Contract ICC-SP-C-3374 among Southern Pacific Transportation Company, Trona Railway Company and Kerr-McGee Chemical Corporation dated January 31, 1986 as supplemented by Supplemental Agreement 1 dated February 23, 1989.
22. Contract ICC-SP-C-3690 among Southern Pacific Transportation Company, Trona Railway Company, Union Pacific Railroad Company, (formerly Missouri Pacific Railway Company) and Kerr-McGee Chemical Corporation dated May 16, 1986; as supplemented by Supplemental Agreement 1 dated March 17, 1987; and Supplemental Agreement 2 dated August 8, 1989.
23. Contract ICC-SP-C-4253 among Southern Pacific Transportation Company, Trona Railway Company and Kerr-McGee Chemical Corporation dated October 7, 1986 as supplemented by Supplemental Agreement 1 dated February 23, 1989.

24. Contract ICC-SP-C-5504 among Southern Pacific Transportation Company, St. Louis Southwestern Railway Company, Trona Railway Company and Kerr-McGee Chemical Corporation dated September 22, 1987.
25. Contract ICC-SP-C-6280 among Southern Pacific Transportation Company, St. Louis Southwestern Railway Company, Trona Railway Company and Kerr-McGee Chemical Corporation dated March 6, 1990.
26. Contract ICC-SP-C-6329 among Southern Pacific Transportation Company, St. Louis Southwestern Railway Company and Kerr McGee Chemical Corporation dated April 19, 1988.
27. Contract ICC-SP-C-7070 among Southern Pacific Transportation Company, Norfolk Southern Railroad Company (formerly Southern Railway Company and Consolidated Subsidiaries), Trona Railway Company and Kerr-McGee Chemical Corporation dated January 31, 1989 as supplemented by Supplement No. 1 dated June 19, 1990.
28. Contract ICC-SP-C-7333 among Southern Pacific Transportation Company, Trona Railway Company and Kerr-McGee Chemical Corporation dated February 16, 1989.
29. Contract ICC-SP-C-7335 among Southern Pacific Transportation Company, Trona Railway Company and Kerr-McGee Chemical Corporation dated February 16, 1989.
30. Contract ICC-SP-C-7369 among Southern Pacific Transportation Company, Trona Railway Company and Kerr-McGee Chemical Corporation dated February 22, 1989.
31. Contract ICC-SP-C-7370 among Southern Pacific Transportation Company, St. Louis Southwestern Railway Company, Trona Railway Company and Kerr-McGee Chemical Corporation dated February 22, 1989.
32. Contract ICC-SP-C-7371 among Southern Pacific Transportation Company, Trona Railway Company, Kerr-McGee Chemical Corporation dated February 22, 1989 as amended by Amendment No. 1 dated September 27, 1989 and by Amendment No. 2 dated February 13, 1990.

33. Contract ICC-SP-C-7372 among Southern Pacific Transportation Company, Trona Railway Company and Kerr-McGee Chemical Corporation dated February 22, 1989.
34. Contract ICC-SP-C-7373 among Southern Pacific Transportation Company, Trona Railway Company and Kerr-McGee Chemical Corporation dated February 22, 1989.
35. Contract ICC-SP-C-7425 among Southern Pacific Transportation Company, Trona Railway Company and Kerr-McGee Chemical Corporation dated March 13, 1989.
36. Contract ICC-SP-C-7522 among Southern Pacific Transportation Company, Consolidated Rail Corporation, St. Louis Southwestern Railway Company, Trona Railway Company and Kerr-McGee Chemical Corporation dated April 5, 1989.
37. Contract ICC-SP-C-7641 among Southern Pacific Transportation Company, Midsouth Rail Corporation, South Rail Corporation, Trona Railway Company and Kerr-McGee Chemical Corporation dated July 24, 1989.
38. Contract ICC-SP-C-8025 among Southern Pacific Transportation Company, Consolidated Rail Corporation, St. Louis Southwestern Railway Company, Trona Railway Company and Kerr-McGee Chemical Corporation dated November 14, 1989.
39. Contract ICC-SP-C-8028 between Southern Pacific Transportation Company and Kerr-McGee Chemical Corporation dated October 6, 1989.
40. Contract ICC-SP-C-8031 among Southern Pacific Transportation Company, CSX Transportation, Inc., St. Louis Southwestern Railroad Company, Trona Railway Company and Kerr-McGee Chemical Corporation dated December 14, 1989.
41. Contract ICC-SP-C-8032 among Southern Pacific Transportation Company, Trona Railway Company and Kerr-McGee Chemical Corporation dated November 15, 1989.
42. Contract ICC-SP-C-8034 among Southern Pacific Transportation Company, Norfolk Southern Railroad Company (formerly Southern Railway Company and Consolidated Subsidiaries), Trona Railway Company and Kerr-McGee Chemical Corporation dated

January 24, 1990 as supplemented by Supplement No. 1 dated April 4, 1990.

43. Contract ICC-SP-C-8221 among Southern Pacific Transportation Company, Consolidated Rail Corporation, St. Louis Southwestern Railway Company, Trona Railway Company, Providence & Worcester Railroad Company and Kerr-McGee Chemical Corporation dated December 14, 1989.
44. Contract ICC-SP-C-8224 among Trona Railway Company, Southern Pacific Transportation Company and Kerr-McGee Chemical Corporation dated November 14, 1989 as amended by Amendment No. 1 dated June 19, 1990.
45. Contract ICC-SP-C-8228 among Southern Pacific Transportation Company formerly Denver and Rio Grande Western Railroad, Trona Railway Company and Kerr-McGee Chemical Corporation dated January 24, 1990.
46. Contract ICC-SP-C-8229 among CSX Transportation Company, Southern Pacific Transportation Company, Trona Railway Company and Kerr-McGee Chemical Corporation dated February 26, 1990 (Supplement 1 pending railroad signature).
47. Contract ICC-SP-C-8476 among Southern Pacific Transportation Company, The Atchison, Topeka and Santa Fe Railway Company, Trona Railway Company and Kerr-McGee Chemical Corporation dated February 6, 1990 (Supplement 1 pending railroad signature).
48. Contract ICC-SP-C-8477 among Trona Railway Company, Southern Pacific Transportation Company, Burlington Northern Railroad Company and Kerr-McGee Chemical Corporation (contract is undated).
49. Contract ICC-SP-C-8478 among Trona Railway Company, Consolidated Rail Corporation, Southern Pacific Transportation Company and Kerr-McGee Chemical Corporation dated May 4, 1990.
50. Contract ICC-SP-C-8480 among Trona Railway Company, Soo Line Railroad Company, Norfolk Southern Railroad Company (formerly Norfolk and Western Railway Company), Southern Pacific Transportation Company and Kerr-McGee Chemical Corporation dated May 23, 1990.
51. Contract ICC-SP-C-8481 among Trona Railway Company, CSX Transportation, Inc., Southern

Pacific Transportation Company and Kerr-McGee Chemical Corporation dated April 19, 1990.

52. Contract ICC-SP-C-8618 among Trona Railway Company, CSX Transportation, Inc., Southern Pacific Company and Kerr-McGee Chemical Corporation dated April 5, 1990.
53. Contract ICC-SP-C-8621 among Trona Railway Company, Consolidated Rail Corporation, Southern Pacific Transportation Company and Kerr-McGee Chemical Corporation dated May 23, 1990.
54. Contract ICC-SP-C-8626 among Trona Railway Company, St. Louis Southwestern Railway Company, Southern Pacific Transportation and Kerr-McGee Chemical Corporation dated April 26, 1990.
55. Contract ICC-SP-C-8858 among Trona Railway Company, CSX Transportation, Inc., Southern Pacific Transportation Company, St. Louis Southwestern Railway Company and Kerr-McGee Chemical Corporation dated June 29, 1990.
56. Contract ICC-SP-C-8860 among Trona Railway Company, St. Louis Southwestern Railway Company, Southern Pacific Transportation Company and Kerr-McGee Chemical Corporation dated June 29, 1990.
57. Contract ICC-SP-C-9126 among Trona Railway Company, the Ventura County Railway Company, Southern Pacific Transportation Company and Kerr-McGee Chemical Corporation (undated, railroad's signature pending).
58. Contract ICC-SP-C-9127 among Trona Railway Company, Illinois Central Railway Company, St. Louis Southwestern Railway Company, Southern Pacific Transportation Company and Kerr-McGee Chemical Corporation (undated contract pending railroad's signature).
59. Contract ICC-SP-C-009210 between Southern Pacific Transportation Company, The Apache Railway Company, The Atchinson, Topeka and Santa Fe Railway Co., Trona Railway Company and Kerr-McGee Chemical Corporation dated October 4, 1990.
60. Contract ICC-SP-C-9362 among Southern Pacific Transportation Company, St. Louis Southwestern Railway Company, Soo Line Railroad Company, Grand Trunk Western Railroad Company, Central Michigan Railway Company, Trona Railway Company and Kerr-

McGee Chemical Corporation dated August 20, 1990.

61. Contract SP-D-10749 among Southern Pacific Transportation Company, Chicago, St. Louis Southwestern Railway Company, Trona Railway Company and Kerr-McGee Chemical Corporation dated September 26, 1985 as supplemented by Supplement No. 1 dated January 28, 1986.
62. Contract SP-D-10868 among Southern Pacific Transportation Company, St. Louis Southwestern Railway Company, Southern Railway Company and Consolidated Subsidiaries, Trona Railway Company and Kerr-McGee Chemical Corporation dated February 26, 1986 as supplemented by Supplement No. 1 dated May 29, 1986, Supplement No. 2 dated June 23, 1987, and Supplement No. 3 dated September 18, 1987.
63. Contract MHDQ-6A among Consolidated Rail Corporation Middletown and Hummelstown Railroad and Kerr-McGee Chemical Corporation (no date furnished - not reviewed)
64. Contract TRRA-C-0008 among Terminal Railroad Association of St. Louis and Kerr-McGee Chemical Corporation (no date furnished-not reviewed)
65. Contract BN-C-36038 between Burlington Northern and Kerr-McGee Chemical Corporation dated November 8, 1988.
66. Contract SP-L-045117 among Trona Railway, Southern Pacific, Burlington Northern and Kerr-McGee Chemical Corporation dated August 20, 1990.

The following rail transportation contracts are pending approval by carriers involved:

67. Contract ICC-SP-C-9300 among Southern Pacific Transportation Company, Trona Railway Company and Kerr-McGee Chemical Corporation effective June 24, 1990.
68. ICC-SP-C-09308 among Southern Pacific Transportation Company, Trona Railway Company, Longview, Portland and Northern Railway (LPN) and Kerr-McGee Chemical Corporation effective August 1, 1990.
69. ICC-SP-C-09374 among Southern Pacific Transportation Company, CSXT, Chattahoochee

Industrial Railroad, Trona Railway Company and Kerr-McGee Chemical Corporation effective August 21, 1990.

- 70. ICC-SP-C-09440 among Southern Pacific Transportation Company, St. Louis Southwestern Railway Company, Trona Railway Company and Kerr-McGee Chemical Corporation effective October 1, 1990.
- 71. ICC-SP-C-9501 among Southern Pacific Transportation Company, CSXT, Trona Railway Company and Kerr-McGee Chemical Corporation effective 10/1/90.
- 72. ICC-SP-C-9535 among Southern Pacific Transportation Company, St. Louis Southwestern Railway Company, Burlington Northern Railway Company, Trona Railway Company and Kerr-McGee Chemical Corporation effective 10/2/90.
- 73. ICC-SP-C-9536 among Southern Pacific Transportation Company, Trona Railway Company and Kerr-McGee Chemical Corporation effective 10/15/90.
- 74. ICC-SP-C-9555 among Southern Pacific Transportation Company, Trona Railway Company and Kerr-McGee Chemical Corporation effective October 15, 1990.
- 75. ICC-SP-C-9569 among Southern Pacific Transportation Company, Trona Railway Company, Midsouth Rail Corporation and Kerr-McGee Chemical Corporation, dated October 29, 1990.

Exempt Boxcar Quotations

- 76. Exempt Boxcar Quotation No. SP-L-044428 by Southern Pacific Transportation Company, St. Louis Southwestern Railway Company, Norfolk Southern Corporation and Trona Railway Company dated December 5, 1989.
- 77. Exempt Boxcar Quotation No. SP-L-044615 by Southern Pacific Transportation Company, Trona Railway Company and CSX Transportation, Inc. dated February 20, 1990.

Other

- 78. Amended and Restated Coal Supply Agreement, dated July 13, 1990, between ACE (as Buyer) and KMCC

(as Agent for Buyer) and Amax Coal Sales Company
(as Seller).

SCHEDULE V

**Places of Business
and
Location of Records Governing Accounts**

1. Searles Valley, California
2. Long Beach, California
3. Oklahoma City, Oklahoma
4. Mission, Kansas

SCHEDULE VIII

Location of Equipment

1. Searles Valley, California
2. Long Beach, California
3. Mission, Kansas
4. Oklahoma City, Oklahoma

SCHEDULE IX
GOVERNMENT OBLIGORS

The following agreements were assigned by KMCC to NACC:

1. Indian Wells Valley Ground-Water Project Memorandum of Understanding among the United States of America, Department of the Interior, Bureau of Reclamation; United States of America, Department of Defense, Naval Weapons Center, China Lake, California; Indian Wells Valley Water District and Kerr-McGee Chemical Corporation dated March 16, 1990.
2. Memorandum of Understanding between The Naval Weapons Center and Kerr-McGee Chemical Corporation for a Cooperative Study of Ambient Air Quality Management Issues on Searles Valley dated May 1987.
3. Agreement re: Use of Water Well (1986) with the Indian Wells Valley Water District dated October 29, 1986.
4. Memorandum of Understanding with the City of Ridgecrest dated June 22, 1989.

DATE 5/30/91

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NAASSET	PARTS GROUP	SERVICE POINT	AREA ID	SERVICE POINT DESCRIPTION	MANUFACTURER SERIAL NUMBER	SYSTEM LOCATION	LICENSE NO.
A0434	EQUIP	43130	LEL	1971 FORD LN750 BUCKET TRUCK W/HOLAN LIFT	N75EVK14978	LAKE-ELECT	2S30279
A0467	EQUIP	52118	TCP	1975 FORD F-600 (SANDBLAST TRUCK)	F60BVV40551	DPARLET	NONE
A0483	EQUIP	53642	WE	1975 CHEVROLET TYPE 32A AMBULANCE (A0483)	CGY355U178930	MAINT	1B82226
A0534	EQUIP	90014	SAF	1979 FORD F-250 4X4 (FIRE TRUCK)	F28HREA6024	JBROWN	3B93060
A0536	EQUIP	53	WE	1955 KENWORTH FIRE TRUCK	63947	WESTEND	1N77458
A0584	EQUIP	43063	LOP	1973 FORD LN8000 TRACTOR (LUBE TRUCK)	W81-CVR-76328	JVASSAR	NONE
A0587	EQUIP	43064	LOP	1978 FORD LN8000 DUMP TRUCK	W81DVAJ5115	JVASSAR	NONE
A0593	EQUIP	90013	SAF	1980 FORD F-250 4X4 (FIRE TRUCK)	F26GRJD1034	JBROWN	1V17199
A0609	EQUIP	43081	LOP	1981 FORD F-600 5-TON FLATBED	1FTDNF60H6BVA02205	JVASSAR	2N92671
A0612	EQUIP	43132	LEL	1977 FORD LN750 BUCKET TRUCK	F75FV005425	LAKE-ELECT	1T74632

#502 A0016217

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NAASSET	PARTS GROUP	SERVICE POINT	AREA ID	SERVICE POINT DESCRIPTION	MANUFACTURER SERIAL NUMBER	SYSTEM LOCATION	LICENSE NO.
A0616	EQUIP	51144	ACP	1980 FORD LN8000 DUMPSTER, A0616	R80UVJD5393	MMENZEL	2A37525
A0622	EQUIP	43024	LOP	1984 FORD RANGER	IFTBR1058EUB05648	DZDEBA	2H41004
A0624	EQUIP	65027	SAL	1978 FREIGHTLINER	CA213HM140502	FHOWELL	2H80759
A0636	EQUIP	46530	UFH	1978 KENWORTH DUMP TRUCK	162731S	MDAVIS	4B98544
A0637	EQUIP	46531	UFH	1978 KENWORTH DUMP TRUCK	164877S	MDAVIS	3V02904
A0640	EQUIP	52142	TCP	1978 FORD LN700 DUMP TRUCK	N70EVCD1552	DPARLET	1M11097
A0647	EQUIP	12028	SAP	1985 FORD RANGER	1FTBR10AXFUB83907	BSIMMONS	2N92733
A0650	EQUIP	51136	AEL	1985 FORD RANGER, A0650	1FTCR11S1FUC94437	RHALENAN	2530008
A0651	EQUIP	43165	LOP	1974 CRANE CARRIER WATER TRUCK (2400 GAL)	M44144BX20793	JVASSAR	4A80509
A0652	EQUIP	43166	LOP	1974 CRANE CARRIER WATER TRUCK (3000 GAL)	M44144BX20788	JVASSAR	NONE
A0653	EQUIP	58039	CG	1968 IHC (TIRE TRUCK - MODEL F210)	558210G281782	GLUNDSTROM	3E11227
A0655	EQUIP	43169	LOP	1965 IHC 6X6 10 WHEELER	962410200	JVASSAR	NONE
A0656	EQUIP	43170	LOP	1975 CRANE CARRIER DRILLING RIG	DR2064CG20780	JVASSAR	NONE
A0658	EQUIP	57012	UTE	1985 FORD F-250 PICKUP	1FTEF25Y6FPB56588	BSIMMONS	2530199
A0659	EQUIP	57005	UTM	1985 FORD F-250 W/WELDER	1FTEF25Y8FPB56589	JGONZALES	NONE
A0660	EQUIP	97053	VSV	1986 FORD F-150 PICKUP	1FTCF15Y1GPA26401	MBRUSH	2T23031
A0661	EQUIP	47056	UFH	1974 CRANE CARRIER WATER TRUCK	M44144BX20794	MDAVIS	NONE

#502 A0016217

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NAASSET	PARTS GROUP	SERVICE POINT	AREA ID	SERVICE POINT DESCRIPTION	MANUFACTURER SERIAL NUMBER	SYSTEM LOCATION	LICENSE NO.
A0664	EQUIP	52141	TCP	1979 FORD LN7000 DUMPSTER	R71QVEC7980	DPARLET	3V02753
A0665	EQUIP	53675	WE	1980 WHITE ROAD BOSSII (A0665)	6PRCFHH041015	PRODUCTION	3M27193
A0667	EQUIP	58016	CG	1983 FORD MINI BUS	1FDKE30L2DHB44125	GLUNDSTROM	1GIU112
A0668	EQUIP	52168	POT	1987 FORD F-700 RIGGING TRUCK KI	1FDNF70H3HVA57774	GBRANNON	NONE
A0669	EQUIP	43032	LMT	1982 FORD LN800 BOOM TRUCK	1FDYN8084CVA32879	LAKE-MAINT	3H87943
A0670	EQUIP	51016	ACP	1987 FORD F-700 (SANDBLAST TRUCK) A0670	1FDNF70M8HVA56622	MMENZEL	NONE
A0671	EQUIP	52	SAF	1986 FORD C-8000 FIRE ENGINE	1FDYD80U5GVA42682	APURI	110705
A0672	EQUIP	43058	LOP	1983 GMC BRIDGADIER DUMP TRUCK	1GDT9C4CXDV521255	JVASSAR	3N77094
A0673	EQUIP	43089	LOP	1980 FORD DUMP TRUCK (9000 10-12 YD)	W90WVG6834	JVASSAR	3S92253
A0674	EQUIP	43092	LEL	1988 FORD L8000 LINE TRUCK	1FDYU80U8JVA51657	LAKE-ELECT	3V02682
A0675	EQUIP	45004	LOP	1989 FORD F-800 4X4 DRILL RIG	1FDXK84P5KVA51476	DFOREMAN	NONE
A0676	EQUIP	53639	WE	CRANE CARRIER WATER TRUCK (NOT IN USE)	M44144BX20792	GARAGE	NONE
A0677	EQUIP	43182	LOP	CRANE CARRIER WATER TRUCK (3000 GAL)	M44144BX20785	JVASSAR	NONE
A0678	EQUIP	53672	WE	1982 FORD DUMP TRUCK LNT9000 10-YD (A0678)	1FDYW90W7CVA44784	MAINT	3Z35053

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A0679	EQUIP	43045	LMT	1989 FORD L8000 BOOM TRUCK	1FDYK82A3KVA23176	LAKE-MAINT	3W88466
A0680	EQUIP	52	SAF	1989 FORD E350 AMBULANCE	1FDKE30MOKHA05911	APURI	3Y37293
A0681	EQUIP	46533	UFH	1990 FREIGHTLINER DUMP TRUCK	1FVNDY9XLP374145	MDAVIS	3W88483
A0682	EQUIP	43155	LOP	1984 MACK DUMP TRUCK (MODEL RL688)	1M2R135YXEM001088	JVASSAR	3X37375
A0683	EQUIP	43156	LOP	1984 MACK DUMP TRUCK (MODEL RL688)	1M2R135Y1EM001092	JVASSAR	3X37376
A0684	EQUIP	51090	ACP	1990 FORD F-700 RIGGING TRUCK	1FDNK74P1LVA42633	MMENZEL	4F04279
A0685	EQUIP	65012	SAL	1990 FORD LT9000 W/FLATBED	1FDYU90W1LVA46567	FHOWELL	4D43182
A0686	EQUIP	58003	CG	1991 FORD L8000 LUBE TRUCK	1FDXR82AXMVA04764	GLUNDSTROM	4F04283
A0687	EQUIP	43002	LEL	1991 FORD LNT8000 LINE TRUCK	1FDYW82A0MVA12000	JTRENT	
A0717	EQUIP	53667	WE	1976 CHEVY 1-1/2 TON HIAB WATER TRUCK (A0717)	CCE536V137303	MAINT	NONE
A0732	EQUIP	43049	LOP	1971 PETERBILT TRACTOR	41087P	JVASSAR	1R47450
A0743	EQUIP	46	UTL	1982 FORD F-350 FIRE TRUCK (A0743)	1FDJF37Z2CRA14020	UTILITIES	2A46398
A0744	EQUIP	43052	LOP	1982 CAI 769-C OFF ROAD TRUCK (35 TON)	01X2695	JVASSAR	NONE
A0746	EQUIP	53674	WE	1974 GMC 6-TON DUMPSTER TRUCK (A0746)	TH190DV551598	CARPSHOP	3W88363

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A0747	EQUIP	53668	WE	1978 FORD F-700 TECO BUCKET TRUCK (A0747)	F61DVCC0346	MAINT	1W69785
A0749	EQUIP	43054	LOP	1986 FORD E250 ECONOLINE CLUB WAGON (VAN)	1FBHE211L4GHB34504	JVASSAR	2V27750
C2	EQUIP	98011	ENV	1987 FORD RANGER	1FTCR10T1HUB62503	BMCMLLEN	3H39558
GL0804	EQUIP	30145	OP	1986 FORD RANGER	1FTBR10AXGUB84766	KLOFTIS	2T82003
GL0805	EQUIP	46380	UTL	1986 FORD RANGER	1FIBR10A0GUB92925	BDELANEY	2T81888
GL0806	EQUIP	51019	MNO	1986 FORD RANGER	1FTBR10A6GUB84764	BVANHORN	2T82002
GL0807	EQUIP	45001	LOP	1986 FORD RANGER	1FTBR10A8GUB84765	GMOULTON	2530299
GL0809	EQUIP	43125	LOP	1986 FORD F-150 4X4 PICKUP	1F1FF14Y0GPA75759	BRINE-TECH	2T82001
GL0810	EQUIP	57006	UTM	1986 FORD F-250 W/WELDER	1FTFF25Y6GPA88430	JGONZALES	NONE
GL0812	EQUIP	43126	LOP	1986 FORD F-350 PICKUP	2FIJW35L9GCA88606	TSPROUSE	2T82004
GL0837	EQUIP	52052	NA	1986 FORD F-350 W/WELDER	2FDKF37L6GCB24460	GBRANNON	2I82076
GL0838	EQUIP	51130	BIC	1986 FORD F-350 W/WELDER, GL0838	2FDKF37L8GCB24461	JBLEVINS	NONE
GL0839	EQUIP	53682	WE	1986 FORD F-350 1-TON 4X4 W/WELDER (GL0839)	2FDKF37LXGCB24459	NORTHAREA	2T82168
GL0840	EQUIP	62110	AST	1986 FORD F-350 FLATBED	2FDKF37LXGCB24462	ESYLIVIA	2T82154
GL0865	EQUIP	97055	VSV	1986 FORD F-350 W/UTILITY BED	1FDHF37L3GPB59241	MBRUSH	2W77707
GL0918	EQUIP	53685	WE	1987 FORD F-350 1-TON W/WELDER (GL0918)	2FDKF37L5HCA04750	SOUTHAREA	2T04956
GL0919	EQUIP	62112	AST	1987 FORD F-350 FLATBED	2FDKF37L9HCA04749	ESYLIVIA	2T04989

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GL0920	EQUIP	43145	LMT	1987 FORD F-350 W/WELDER	2FDKF3718HCA38437	LAKE-MAINT	3F47047
GL0921	EQUIP	62117	AST	1987 FORD F-350 FLATBED	2FDKF3714HCA04740	ESYLVIA	2T04958
GL0922	EQUIP	58021	CG	1987 FORD F-350 SERVICE TRUCK	2FDKF37L4HCA38436	GLUNDSTROM	3F47048
GL0923	EQUIP	58053	CG	1987 FORD F-350 SERVICE TRUCK	2FDKF37L4HCA04741	GLUNDSTROM	2T04986
GL0924	EQUIP	51141	BIC	1987 FORD F-350 W/WELDER, GL0924	2FDKF3715HCA08389	JBLEVINS	2T04994
GL0925	EQUIP	58054	CG	1987 FORD F-350 SERVICE TRUCK	2FDKF37LGHCA04742	GLUNDSTROM	2T04988
GL0926	EQUIP	45002	LOP	1987 FORD F-150 4X4 PICKUP	1FTEF14N4HKA08604	DFOREMAN	2W77849
GL0927	EQUIP	43088	LOP	1987 FORD RANGER	1FTCR10A0HUA75285	KROBINSON	2W77892
GL0928	EQUIP	51142	CAR	1987 FORD F-350 W/WELDER, GL0928	2FDKF37L8HCA04743	BVANHORN	2T04987
GL0929	EQUIP	51143	MNO	1987 FORD F-350 W/WELDER, GL0929	2FDKF37LXHCA04744	RESTRADA	2T04990
GL0930	EQUIP	53686	WE	1987 FORD F-350 1-TON W/WELDER (GL0930)	2FDKF37L1HCA04745	SOUTHAREA	2W77844
GL0931	EQUIP	52086	POT	1987 FORD F-350 W/WELDER	2FDKF37L3HCA04746	GBRANNON	2W77847
GL0932	EQUIP	43146	LMI	1987 FORD F-350 FLATBED	2FDKF37L5HCA04747	LAKE-MAINT	2W77846
GL0933	EQUIP	53683	WE	1987 FORD F-350 1-TON W/WELDER (GL0933)	2FDKF37L7HCA04748	NORTHAREA	2T04985
GL0934	EQUIP	90029	SAF	1987 FORD F-150 PICKUP	1FTDF15Y3HPA17625	DSCHUYLER	2W77848

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GL0936	EQUIP	65017	SAL	1987 FORD F-350 FLATBED	2FDKF3711HCA16991	FHOWELL	3F47005
GL0937	EQUIP	52051	TEL	1987 FORD RANGER	1FTCR10A9HUA75284	BSIBLEY	2W77891
GL0999	EQUIP	52077	IEL	1988 FORD AEROSTAR VAN	1FTCA14U5JZA50273	TFULLER	3H35921
GL1000	EQUIP	53689	WE	1988 FORD F-350 SERVICE TRUCK	1FDKF37G3JKAG1856	WESTEND	3M27087
GL1001	EQUIP	58004	CG	1988 FORD F-350 SERVICE TRUCK	1FDKF37G5JKAG1857	RESTRADA	3M27130
GL1002	EQUIP	58005	CG	1988 FORD F-350 SERVICE TRUCK	1FDKF37G7JKAG1858	GLUNDSTROM	3M27088
GL1003	EQUIP	43005	LOP	1988 FORD F-150 4X4 PICKUP	1FTEF14N0JPA33217	KSARGENT	3H35943
GL1004	EQUIP	43006	LOP	1988 FORD F-150 4X4 PICKUP	1FTEF14N2JPA33218	BRINE-TECH	3M27091
GL1005	EQUIP	43008	LOP	1988 FORD RANGER	1FTCR10A3JUA99103	DZDEBA	3M27092
GL1006	EQUIP	43012	LOP	1988 FORD F-150 4X4 FLATBED	1FTEF14N4JPA33219	KHOBBY	3M27090
GL1007	EQUIP	43016	LMT	1988 FORD F-350 W/WELDER	1FDKF37G5JKA61860	LAKE-MAINT	3M27082
GL1008	EQUIP	97044	VSV	1988 FORD F-150 PICKUP	1FTDF15N0JPA33230	MBRUSH	3H27112
GL1009	EQUIP	62109	AST	1988 FORD F-350 FLATBED	1FDKF37G7JKA61861	ESYLVIA	3M27131
GL1023	EQUIP	52079	TCP	1988 FORD F-350 W/WELDER	1FDKF37G2JKB04194	DPARLET	3M27197
GL1024	EQUIP	52080	POT	1988 FORD F-350 W/WELDER	1FDKF37G4JKB04195	GBRANNON	3M27198
GL1025	EQUIP	57004	UTM	1988 FORD F-150 PICKUP	1FTDF15N7JPA75409	JGONZALES	3M27083
GL1026	EQUIP	57007	UTM	1988 FORD F-350 W/WELDER	1FDKF37G6JKB04196	JGONZALES	NONE
GL1027	EQUIP	49003	UTL	1988 FORD RANGER	1FTBR10A8JUBG2434	RBUCHS	3M27077

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GL1028	EQUIP	81010	TDV	1988 FORD F-250 PICKUP	1FTHF25G4JPA88448	RODOSEVICH	3Z78099
GL1029	EQUIP	43018	LOP	1988 FORD RANGER	1FTBR10AXJUB62435	RJENSEN	3M27080
GL1030	EQUIP	51047	CAR	1988 FORD RANGER	1FIBR10A1JUB62436	MMENZEL	3M27081
GL1031	EQUIP	98015	ENV	1988 FORD RANGER	1FIBR10A3JUB62437	ACHATER	3M27079
GL1045	EQUIP	52083	SA	1988 FORD F-350 W/WELDER	1FDKF37G7JKB27759	EJIMISON	3P72G85
GL1054	EQUIP	97033	VSV	1988 FORD F-250 4X4 PICKUP	1FTHF26H0JPB45459	BWILHELM	3P72683
GL1055	EQUIP	51158	PLN	1988 FORD F-350 FLATBED, GL1055	1FDKF37M8JKB27761	MMENZEL	3R07968
GL1056	EQUIP	51146	ACP	1988 FORD F-350 CREWCAB, GL1056	2FTJW35G3JCB24798	MMENZEL	3P72729
GL1057	EQUIP	52084	TCP	1988 FORD F-350 SCAFFOLD TRUCK	1FDKF37G7JKB27762	DPARLET	3P72688
GL1058	EQUIP	86014	SEC	1988 FORD LTD CROWN VICTORIA	2FABP72FXJX193443	PMULLIS	2JCK741
GL1059	EQUIP	51154	MNO	1988 FORD F-350 W/WELDER, GL1059	1FDKF37G9JKB31344	RESTRADA	3P72678
GL1060	EQUIP	86001	SEC	1988 FORD F-150 4X4 PICKUP	1FTEF14N8JPB49765	PMULLIS	3P72679
GL1061	EQUIP	53680	WE	1988 FORD F-350 1-TON FLATBED (GL1061)	2FDKF37G7JCB38247	CARPSHOP	3P72727
GL1062	EQUIP	53644	WE	1988 FORD RANGER PICKUP (GL1062)	1FTCR10A1JUD26112	INSTSHOP	3P72745
GL1063	EQUIP	53687	WE	1988 FORD F-350 1-TON W/WELDER (GL1063)	1FDKF37G9JKB27763	SOUTHAREA	3P72687

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GL1064	EQUIP	53688	WE	1988 FORD F-350 1-TON W/WELDER (GL1064)	1FDKF37G0JKB27764	SOUTHAREA	3P72689
GL1066	EQUIP	53681	WE	1988 FORD F-350 1-TON FLATBED (GL1066)	1FDKF37G4JKB31347	CARPSHOP	3P72677
GL1097	EQUIP	53640	WE	1988 FORD TAURUS POOL CAR (GL1097)	1FABP50D4JG270593	MAINT	2KEL242
GL1098	EQUIP	16008	SPM	1988 FORD TAURUS (GL 1098)	1FABP50D6JG270594	APURI	2KEL243
GL1099	EQUIP	43059	LMT	1988 FORD F-350 W/WELDER	2FDKF37G9JCB40081	LAKE-MAINT	3P72728
GL1100	EQUIP	55007	TIN	1988 FORD RANGER 4X4 U/UTILITY BED	1FTCR11T4JUD19798	JLEDBETTER	3P72684
GL1101	EQUIP	51157	BIC	1988 FORD F-350 W/WELDER, GL1101	2FDKF37G0JCB40082	JBLEVINS	3P72746
GL1131	EQUIP	98014	ENV	1989 FORD F-250 4X4 W/UTILITY BED	1FTHF26H5KPA16571	SWILLIAMS	3S92152
GL1132	EQUIP	85010	OFS	1989 FORD F-150 PICKUP	1FTDF15Y1KPA29621	DNIELSON	3692338
GL1133	EQUIP	99002	ADM	1989 FORD TAURUS	1FABP5QD7KG121709	VISITORS	2KZA095
GL1134	EQUIP	51167	AEL	1989 FORD F-150 PICKUP, GL1134	1FTDF15Y3KPA29622	RHALEMAN	3S92337
GL1135	EQUIP	43150	LEL	1989 FORD F-350 FLATBED	1FDKE37G2KKA66211	LAKE-ELECT	4F70133
GL1136	EQUIP	43151	LMT	1989 FORD F-350 W/WELDER	1FDKF3766KKA66213	LAKE-MAINT	3V02558
GL1137	EQUIP	63030	TST	1989 FORD RANGER	1FTCR10A9KUA11902	RECK	3S92336
GL1138	EQUIP	51005	AEL	1989 FORD RANGER	1FTCR10AOKUA11903	RHALEMAN	3S92321
GL1139	EQUIP	52085	TCP	1989 FORD RANGER	1FTCR10A2KUA11904	DPARLET	3S92339

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GL1140	EQUIP	43123	LOP	1989 FORD F-150 4X4 PICKUP	1FTEF14NOKPA23756	RVILLICANA	3S92322
GL1141	EQUIP	43124	LOP	1989 FORD F-150 4X4 PICKUP	1FTEF14N2KPA23757	RVILLICANA	3S92324
GL1142	EQUIP	43093	LOP	1989 FORD F-150 4X4 PICKUP	1FTEF14N4KPA23758	J VASSAR	3S92320
GL1143	EQUIP	53643	WE	1989 FORD F-350 PICKUP (GL1143)	1FTHF25H7KPA16587	GARAGE	3R08125
GL1144	EQUIP	53679	WE	1989 FORD F-350 FLATBED (GL1144)	1FDKF37G3KKA66217	CARPSHOP	3V02559
GL1211	EQUIP	52074	TCP	1989 FORD F-350 W/FLATBED	1FDKF37H0KKB65330	DPARLET	3V02984
GL1213	EQUIP	30142	TSH	1989 FORD F-150 PICKUP	1FTDF15N4KKB76177	MYARBROUGH	3W88441
GL1214	EQUIP	52075	8A	1989 FORD RANGER	1FTGR10AXKUC53372	EJIMISON	3V02982
GL1215	EQUIP	86002	SEC	1989 FORD BRONCO II 4X4	IFMCU14I3KUC40520	PMULLIS	2PMW621
GL1216	EQUIP	52076	TEL	1989 FORD RANGER	1FTGR10A1KUC53373	DSIBLEY	3V02983
GL1217	EQUIP	45003	LOP	1989 FORD (E350) SUPER VAN	1FTH534G6KHB33159	DFOREMAN	2NRB759
GL1218	EQUIP	89010	ASB	1989 FORD F-350 CREWCAB	2FIJW35G6KCB24215	GAUSTIN	3W87221
GL1219	EQUIP	90020	SAF	1989 FORD F350 W/FLATBED	1FDJF37H9KKB33570	JBROWN	3V03347
GL1260	EQUIP	43094	LEL	1990 FORD F-250 4X4 PICKUP	1FTHF26H4LLA32446	LAKE-ELECT	3X96015
GL1286	EQUIP	43157	LOP	1990 FORD F-150 4X4 PICKUP	1FTEF14NOLKA78643	RVILLICANA	4A79034
GL1303	EQUIP	53684	WE	1990 FORD F-350 W/FLATBED (GL1303)	1FDKF37GXLKA66829	NORTHAREA	4C41997
GL1330	EQUIP	86005	SEC	1990 FORD F-250 4X4 PICKUP	2FIHF26H9LCB04381	PMULLIS	4B59947
H0050	EQUIP	99003	ADM	1988 FORD TAURUS	1FABP50D7JA164321	JSINGH	2GZL583

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H0889	EQUIP	86012	SEC	1988 FORD LTD CROWN VICTORIA	2FABP72F0JX193287	PMULLIS	2JCA791
H0890	EQUIP	51002	SPM	1988 FORD TAURUS (H 890)	1FABP50D4JG226755	HBARARI	2JLZ793
H0891	EQUIP	86013	SEC	1988 FORD LTC CROWN VICTORIA	2FABP72F3JX217758	PMULLIS	2KZA064
WL3594	EQUIP	99004	ADM	1988 DODGE DYNASTY	1B3BU46K0JD211644	JHUANG	2KBV719
WL3851	EQUIP	43074	LEL	1990 FORD F-150 PICKUP	1FIDF15Y9LPA64585	LAKE-ELECT	4A79037
WL3851	EQUIP	43074	LEL	1990 FORD F-150 PICKUP	1FTDF15Y9LPA64585	LAKE-ELECT	4A79037
WL3852	EQUIP	43158	LOP	1990 FORD F-150 4X4 PICKUP	1FTEF14H4LLA73228	BRINE-TECH	4A79033
WL3853	EQUIP	54004	AIN	1990 FORD RANGER, WL-3853	1FTCR10T0LUB34958	JPLEWIS	3Z78133
WL3854	EQUIP	45008	LOP	1990 FORD RANGER	1FTCR10T0LUB44325	GMOULTON	4A79035
WL3855	EQUIP	51038	CAR	1990 FORD F-SUPER DUTY W/WELDER, GL3855	2FDLF47G8LCA73194	BVANHORN	4A79038
WL3856	EQUIP	51035	MNO	1990 FORD F-SUPER DUTY W/WELDER, WL3856	2FDLF47G2LCA73191	RESTRADA	4A80526
WL3857	EQUIP	51032	ACP	1990 FORD F-SUPER DUTY W/FLATBED, WL3857	2FDLF47G3LCA81302	MMENZEL	4B98711
WL3858	EQUIP	51015	BIC	1990 FORD F-SUPER DUTY W/WELDER, WL3858	2FDLF47G7LCA70643	JBLEVINS	4A79032
WL3859	EQUIP	51036	CAR	1990 FORD F-SUPER DUTY W/WELDER	2FDLF47G4LCA73192	BVANHORN	4B98739
WL3860	EQUIP	97034	VSV	1990 FORD F-SUPER DUTY W/DUMP BED	2FDLF47G6LCA73193	MBRUSH	4A80639

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K0168	EQUIP	53811	WE	1983 AIR COMPRESSOR, PORTABLE, ELECTRIC (K0168)	15024004	PAINTSHOP	
K0175	EQUIP	53810	WE	1984 AIR COMPRESSOR, PORTABLE, SULLAIR 185 (K0175)	00485434LHC	GENMAINT	
K0187	EQUIP	53809	WE	1987 AIR COMPRESSOR, PORTABLE, LEROI 375 (K0187)	3138X52	GENMAINT	
K0225	EQUIP	52073	NA	1960 IR MOBILE AIR COMPRESSOR	150R-43493N	GBRANNON	
K0295	EQUIP	46393	UTL	1980 SULLAIR 375 CFM AIR COMPRESSOR	40199DGH	BDELANEY	
K0304	EQUIP	58014	CG	K-304 SEARS COMPRESSOR	942060-1-80	GLUNDSTROM	
K0311	EQUIP	59035	BLR	1977 - GAMBLE HAUSFIELD COMPRESSOR	TF0008214	ACAMPBELL	
K0317	EQUIP	52048	TMI	K-317 PORT. AIR COMPRESSOR	26354		
K0331	EQUIP	43461	LOP	1978 200 KW GENERATOR 3-PHASE	33126TG	RCAMPBELL	
K0335	EQUIP	52019	NA	1982 SULLAIR COMPRESSOR (600 CFM)	82152	GBRANNON	
K0343	EQUIP	43080	LOP	1987 SULLAIR GENSET	098G0784IHJ	RVILICANA	
K0344	EQUIP	97002	VSV	1970 ONAN GENERATOR - CLINIC BLDG		MBRUSH	
K0345	EQUIP	58023	CG	1987 IR PORTABLE AIR COMPRESSOR		GLUNDSTROM	

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K0349	EQUIP	43044	LOP	1982 SULLAIR 6000 AIR COMPRESSOR	00479075BHI	RVILLICANA	
K0350	EQUIP	58033	CG	1987 SULLAIR AIR COMPRESSOR	69405	GLUNDSTROM	
K0356	EQUIP	45020	LOP	IR 160 CFM AIR COMPRESSOR	166463-V88-178	GMOULTON	
K0357	EQUIP	52097	NA	1988 IR 160 CFM AIR COMPRESSOR	169077-V88-178	GBRANNON	
K0367	EQUIP	58013	CG	1978 SULLAIR AIR COMPRESSOR	D047960-4DHI	GLUNDSTROM	
K0368	EQUIP	90016	SAF	1976 SPARE FIRE PUMP MOTOR (GM 671 DIESEL)	6A88391	JBROWN	
K0369	EQUIP	30158	ISH	1978 KARGARD AIR COMPRESSOR	33952	SCHERBRING	
K0370	EQUIP	43098	LMT	1987 NEWMAN 25 H.P. AIR COMPRESSOR	491986	LAKE-MAINT	
K0376	EQUIP	53812	WE	1989 AIR COMPRESSOR, PORTABLE, LEROI (K0376)	3133X1064	GENNAINT	
K0378	EQUIP	52044	TGP	1990 SULLAIR AIR COMPRESSOR (375 CFM, MODEL 3750)		DPARLET	
K0534	EQUIP	26893		1977 200 KW EMERG DIESEL ENG/GEN & TANK	903250G29898	COMMON	
K0543	EQUIP	46392	UTL	1986 CAT (520 KW) DIESEL GENERATOR	38508893	BDELANEY	
K0555	EQUIP	51152	ACP	1987 IR 160 CFM AIR COMPRESSOR, K0555	164919U87179	MMENZEL	
K0556	EQUIP	51159	ACP	LE ROI DIESEL PROT. AIR COMP. (K0556)	3138X97	MMENZEL	

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K0557	EQUIP	46398	UTL	1989 SULLAIR 1050 CFM AIR COMPRESSOR	00498853	ISKERRITI	
K0561	EQUIP	51135	ACP	1990 LEROI AIR COMPRESSOR (375 CFM), K-561	3172X200	MMENZEL	
K0564	EQUIP	97056	VSV	1990 CHAMPION 3-HP 115/230/1/60 HZ AIR COMPRESSOR		MBRUSH	
K1850	EQUIP	53808	WE	1989 AIR COMPRESSOR, PORTABLE, LEROI 185 (K1850)	3119X2380	GENMAINT	
S1008	EQUIP	53838	WE	1977 TAYLOR CART (S1008)	43363	JANITOR	
S1009	EQUIP	53839	WE	1975 TAYLOR CART (S1009)		INSTSHOP	
S1010	EQUIP	53840	WE	1975 TAYLOR CART (S1010)	38201	INSTSHOP	
S1013	EQUIP	53835	WE	1975 TAYLOR CART (S1013)	35526	ELECSHOP	
S1015	EQUIP	53834	WE	1979 TAYLOR CART (S1015)	57510	ELECSHOP	
S1016	EQUIP	53833	WE	1977 TAYLOR CART (SUPERVISOR) (S1016)	45820	ELECSHOP	
S1021	EQUIP	53825	WE	1964 TAYLOR CART (LUBE) (S1021)	5917	SOUTHAREA	
S1023	EQUIP	53819	WE	1977 TAYLOR CART (LUBE) (S1023)	43364	NORTHAREA	
S1024 Retired	EQUIP	53830	WE	1965 TAYLOR CART LOANER (S1024)	6496	CARPSHOP	
S1030	EQUIP	53842	WE	1979 TAYLOR CART (S1030)	58510	ELECTENG	
S1040	EQUIP	53818	WE	1971 TAYLOR CART (S1040)	20544	NORTHAREA	

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S1041	EQUIP	53845	WE	1971 TAYLOR CART (S1041)	20704	COMPRESSOR	
S1042	EQUIP	53817	WE	1974 TAYLOR CART (SUPERVISOR) (S1042)	31653	NORTHAREA	
S1043	EQUIP	53837	WE	1975 TAYLOR CART (SUPERVISOR) (S1043)	37355	CARPSHOP	
S1052	EQUIP	43072	LOP	CAT D-9 DOZER	66A-13869	JVASSAR	
S1058	EQUIP	53820	WE	1975 TAYLOR CART (S1058)	22898	NORTHAREA	
S1060 Retired	EQUIP	53823	WE	1980 WESTINGHOUSE CART (SUPERVISOR) (S1060)	421447	SOUTHAREA	
S1068	EQUIP	53652	WE	1962 CATERPILLAR MOTOR GRADER (S1068)	99E3808	MAINT	
S1078	EQUIP	53655	WE	1977 IH PAYLOADER H65C (S1078)	3460310U004293X	MAINT	
S1081	EQUIP	53693	WE	1978 CLARK FORKLIFT, GASOLINE (S1081) C500YS60	Y355-181-3965	MAINT	
S1091	EQUIP	53654	WE	1959 CATERPILLAR 941 TRAX LOADER (S1091)	80H2894	MAINT	
S1094	EQUIP	53829	WE	1974 TAYLOR CART TOW TRUCK (S1094)	29519	CARPSHOP	
S1097	EQUIP	53653	WE	1975 CATERPILLAR D-8H DOZER (S1097)	46A13502	MAINT	
S1109	EQUIP	53659	WE	1983 CLARK BOBCAT LOADER MOD. 743 (S1109)	14393	PRODUCTION	

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S1110	EQUIP	53665	WE	1983 BOBCAT LOADER MOD. 743 (S1110)	5019-M-14393	MAINT	
S2049	EQUIP	64009	WE	1986 CAT FORKLIFT (S2049)	9RB1128	WESTORES	
S2053	EQUIP	43033	LOP	INTERNATIONAL TRACK LOADER, MODEL 175C	42900014002274	JVASSAR	
S2054	EQUIP	53843	WE	1986 TAYLOR CART (SUPERVISOR) (S2054)	83593	MACHSHOP	
S2056	EQUIP	38008	WE	1987 CATERPILLAR V60D FORKLIFT (S2056)	3FC1084	WESHIPPING	
S2061	EQUIP	53660	WE	1986 BOBCAT LOADER, MOD. 743 (S2061)	29099	PRODUCTION	
S2066	EQUIP	52111	POT	1987 NORDSKOG ELECTRIC CART	206197	GBRANNON	
S2067	EQUIP	53826	WE	1987 NORDSKOG CART (LUBE) (S2067)	206190	SOUTHAREA	
S2070	EQUIP	53836	WE	1987 NORDSKOG ELECTRIC CART (S2070)	206319	ELECSHOP	
S2071	EQUIP	53821	WE	1987 NORDSKOG CART, 2828 W/CAB (S2071)	206289	NORTHAREA	
S2072	EQUIP	53827	WE	1987 NORDSKOG CART (S2072)	206287	SOUTHAREA	
S2073	EQUIP	53828	WE	1987 TAYLOR DUNN ELECTRIC CART (S2073)	86284	LAB	
S2074	EQUIP	53841	WE	1987 NORDSKOG ELECTRIC CART (S2074)	206320	INSTSHOP	
S2077	EQUIP	53822	WE	ELECTRIC CART (S2077)		NORTHAREA	

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S2082	EQUIP	38014	WE	1988 CATERPILLAR 926E WHEEL LOADER (S2082)	094Z02585	WESHIPPING	
S2089	EQUIP	38000	WE	1989 HYSTER FORKLIFT (S2089) MODEL H60XL	A177B1555K	WESHIPPING	
S2090	EQUIP	38016	WE	1989 DAIHATSU UTILITY VEHICLE (S2090)	JDA000S8000306009	WESHIPPING	
S2122	EQUIP	53650	WE	1985 GROVE CRANE (RT422/22- TON) (S2122)	68807	MAINT	
S2123	EQUIP	64008	WE	1989 CAT ELECTRIC FORKLIFT, M35D (S2123)	IKJ00819	WESTORES	
S2200	EQUIP	53824	WE	1987 NORDSKOG CART (S2200)	206097	SOUTHAREA	
S2201	EQUIP	53844	WE	1987 NORDSKOG CART (ENG. TECH) (S2201)	206098	MACHSHOP	
S2204	EQUIP	38012	WE	1988 BOBCAT LOADER, MODEL 743 (S2204)	501940565	WESHIPPING	
S2205	EQUIP	53661	WE	1988 MELROE BOBCAT LOADER, MOD 743 (S2205)	37466	PRODUCTION	
S2218	EQUIP	64010	WE	1989 DAIHATSU UTILITY VEHICLE (S2218)	JDA000S8000305811	WESTORES	
S2377	EQUIP	43027	LOP	GM DETROIT DIESEL ENGINE (671)	12VA037812	RVILICANA	
S2378	EQUIP	30154	TSH	1978 CAT 930 LOADER	41K4724	RETIRED	
S2391	EQUIP	30149	TSH	1974 CAT 930 LOADER	41K5015	SCHERBRING	

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S2439	EQUIP	65032	SAL	1975 50-TON HOBBS LOWBOY TRAILER (3-AXLE)	VI311675	EHOWELL	UN4466
S2442	EQUIP	52170	SA	1975 YALE FORKLIFT (5000 LB CAPACITY)	L230171	EJIMISON	
S2494	EQUIP	43036	LOP	1980 CAT DIESEL ENGINE	2B6155	RVILICANA	
S2495	EQUIP	43037	LOP	1976 CAT DIESEL ENGINE (3304PC)	4B9224	RVILICANA	
S2496	EQUIP	43038	LOP	1976 CAT DIESEL ENGINE (3304PC)	4B10401	RVILICANA	
S2544	EQUIP	43029	LOP	GM DIESEL IND. ENGINE W471 (OAKIE)	4A61260	RVILICANA	
S2667	EQUIP	43144	LOP	1972 CAT D-8 DOZER	46A27406	JVASSAR	
S2680	EQUIP	43062	LOP	1978 HONDA GENERATOR	3010339	GMOULTON	
S2713	EQUIP	30155	TSH	1978 CAT D-5 DOZER	25X994	SCHERBRING	
S2765	EQUIP	51083	ACP	1979 GALLION MOTOR GRADER, S2765	503-L	MMENZEL	
S2792	EQUIP	43042	LOP	1974 GALLION CRANE (C-150 SERIES A/15-TON)	4923	JVASSAR	
S2799	EQUIP	97035	VSV	1980 CASE 900 TRACTOR (DAVID BROWN)	854077	MBRUSH	
S2825	EQUIP	52031	TCP	1980 BOBCAT LOADER (MODEL 730)	499M12238	DPARLET	
S2836	EQUIP	43051	LOP	1976 CAT FORKLIFT V-120	59W241	JVASSAR	
S2906	EQUIP	90019	SAF	FIRE DIESEL PUMP (TRONA)	610649	DSCHUYLER	

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S2907	EQUIP	52071	TCP	1980 TAYLOR DUNN ELECT. CART	63407	DPARLET	
S2932	EQUIP	43041	LOP	1982 DETROIT DIESEL ENGINE (461)	4A133827	RVILICANA	
S2934	EQUIP	43040	LOP	1954 MILLER 2-AXLE LOWBOY	22118	JVASSAR	XT2351
S2943	EQUIP	50004	JAN	1987 WORDSKOG ELECTRIC CART	203808	JANITORIAL	
S2947	EQUIP	52096	SA	1987 NORDSKOG ELECT. CART (LUBE)	205924	EJIMISON	
S2948	EQUIP	90010	SAP	1987 TAYLOR DUNN ELECTRIC CART (MODEL R3-80)	84729	SWATSON	
S3015	EQUIP	43082	LOP	1983 NODWELL TRACK VEHICLE	60173	JVASSAR	
S3018	EQUIP	53695	WE	1963 HYSTER FORKLIFT, GASOLINE (S3018)	C5D1597E	MAINT	
S3022	EQUIP	65030	SAL	1972 40' LUFKIN 2-AXLE TRAILER	33701	FHOWELL	XM7464
S3032	EQUIP	43161	LOP	1973 CAT D-6 DOZER	90B1048	JVASSAR	
S3035	EQUIP	46384	UTL	1984 CAT 3412 DIESEL ENGINE (22 F.D. FAN)	3BS1313128	BDELANEY	
S3042	EQUIP	43162	LOP	1974 CASE 580-C BACKHOE	12018776	JVASSAR	
S3045	EQUIP	43065	LOP	1985 DEUTZ 5-CYL DIESEL ENGINE	7076730	RVILICANA	
S3047	EQUIP	19286	SA	1986 DEUTZ 5-CYL. ENGINE	7076730	EJIMISON	
S3051	EQUIP	89003	ASB	1985 MOBILE DECONTAMINATION UNIT (ASBESTOS CREW)	61885HDU60011N	GAUSTIN	1AZ1682

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S3056	EQUIP	30222	TSH	1985 CAT 930 LOADER	73U3102	SCHERBRING	
S3061	EQUIP	43141	LEL	1985 STANDARD REEL TRAILER	3182	LAKE-ELECT	YD5582
S3062	EQUIP	43142	LEL	1985 STANDARD POLE TRAILER	1620	LAKE-ELECT	2FK7384
S3063	EQUIP	65009	SAL	1979 LEFTALL FORKLIFT	805470	FHOWELL	
S3069	EQUIP	89004	ASB	1986 UTILITY TRAILER		GAUSTIN	
S3070	EQUIP	43840	LMT	1986 MCELROY FUSION MACHINE		LAKE-MAINT	
S3073	EQU	81009	TDV	1986 BIRD-YOUNG PILOT FILTER TRAILER		EPHAROAH	
S3077	EQUIP	43013	LOP	1986 WELDING TRAILER		JVASSAR	
S3078	EQUIP	52029	NA	1986 WELDING TRAILER		GBRANNON	
S3079	EQUIP	43139	LMT	1986 WELDING TRAILER	CA446964	LAKE-MAINT	1UE7394
S3086	EQUIP	52054	SA	1977 P&H R150 ROUGH TERRAIN CRANE 9/16 LRL 6X35	43722	EJIMISON	
S3094	EQUIP	57014	UTM	1977 GROVE CRANE (MODEL IND)	32340	JGONZALES	
S3098	EQUIP	43086	LOP	1987 CAT 3304 TURBO INDUSTRIAL ENGINE	83Z03486	RVILICANA	
S3099	EQUIP	54012	AIN	1987 NORDSKOG ELECTRIC CART W/CAB	204154	JPLEWIS	
S3205	EQUIP	52013	NA	1987 NORDSKOG ELECT CART	206017	GBRANNON	
S3206	EQUIP	90030	SAF	1987 NORDSKOG ELECT CART (MODEL 282B)	206195	IRENNER	
S3208	EQUIP	59144	BLR	1987 NORDSKOG ELECT. CART	206194	ACAMPBELL	

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S3209	EQUIP	52104	TCP	1986 FORD 555 BACKHOE (MODEL DF311F)	C665900	DPARLET	
S3214	EQUIP	50001	JAN	1987 NORDSKOG ELECT CART (280A)	206322	DCONSTABLE	
S3219	EQUIP	18728	NA	1987 NORDSKOG ELECT CART	206334	SCHMEISSER	
S3226	EQUIP	51024	PML	1987 NORDSKOG ELECTRIC CART, 53226	206317	AHARTLEY	
S3227	EQUIP	89002	ASB	1987 MOBILE DECONTAMINATION UNIT	1602SC9987XM18	GAUSTIN	1AZ1683
S3231	EQUIP	52035	SA	1987 E-Z-GO ELECTRIC CART	60111287	EJIMISON	
S3232	EQUIP	43015	LOP	1988 LOWBED TRAILER 60-TON (COZAD EXPANDO)	1C9G4420XJ1167026	JVASSAR	1UE4905
S3233	EQUIP	52045	TCP	1987 E-Z-GO ELECTRIC CART	A15943	DPARLET	
S3234	EQUIP	98010	ENV	1987 361KDC DRUM CRUSHER W/TRAILER & GENERATOR		SWILLIAMS	
S3235	EQUIP	43019	LOP	1984 HITACHI UH083 EXCAVATOR (TRACKHOE)	164-23352	RCAMPBELL	
S3236	EQUIP	52046	TEL	1988 TAYLOR DUNN GAS CART		DSIBLEY	
S3237	EQUIP	52050	TEL	1988 NORDSKOG ELECT CART	282888A006	DSIBLEY	
S3238	EQUIP	59042	BLR	1988 GROVE CRANE (MODEL IND. 68/12-TON)	70247	ACAMPBELL	
S3239	EQUIP	43028	LOP	1983 CAT 950B WHEEL LOADER	65R1254	JVASSAR	
S3240	EQUIP	30127	TSH	1987 CAT 936B WHEEL LOADER	33203245	SCHERBRING	

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S3241	EQUIP	98012	ENV	1979 HYSTER FORKLIFT	A119D028242	SWILLIAMS	
S3243	EQUIP	51012	PML	1988 TAYLOR DUNN GAS CART	88432	AHARTLEY	
S3244	EQUIP	30157	TSH	1988 CAT FORKLIFT (V50D, 5000 LB. CAPACITY)	3EC3666	SCHERBRING	
S3245	EQUIP	43060	LOP	1984 CAT 140G MOTOR GRADER	72V2217	JVASSAR	
S3247	EQUIP	30171	TSH	1988 CAT FORKLIFT (5000 LB/MODEL V50D SA)	5AC1478	SCHERBRING	
S3248	EQUIP	63014	TSI	1988 CAT V50D FORKLIFT	5AC1476	RECK	
S3249	EQUIP	30151	TSH	1988 MELROE BOBCAT (743)	501940657	SCHERBRING	
S3250	EQUIP	30152	TSH	1988 DAIHATSU UTILITY VEHICLE		SCHERBRING	
S3251	EQUIP	81011	TDV	1985 OFFICE TRAILER	109B22017FP017001	PPHAROA	2FH8745
S3252	EQUIP	89007	ASB	1988 60 FT. SELF PROPELLED AERIAL BOOMLIFT	D644	GAUSTIN	
S3253	EQUIP	65004	SAL	1989 DAIHATSU UTILITY VEHICLE	JDA000SB000305735	FHOWELL	
S3254	EQUIP	50013	JAN	1989 DAIHATSU UTILITY VEHICLE	JDA000SB000305733	DCONSTABLE	4D27998
S3255	EQUIP	52110	TEL	1989 DAIHATSU UTILITY VEHICLE	JDA000SB000305577	TFULLER	
S3256	EQUIP	97037	VSV	1989 FORD 555B BACKHOE	C782579	MBRUSH	
S3257	EQUIP	58011	CG	1989 TANDEM AXLE TRAILER (FOR CART HAULING)	CA547227	GLUNDSTROM	1BR3643

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S3258	EQUIP	59159	MAC	1989 CAT V50D FORKLIFT	3EC04551	DCONSTABLE	
S3259	EQUIP	57018	UTE	1989 E-Z-GO GAS CART (MODEL GXI-800)	A18310	BSIMMONS	
S3260	EQUIP	52028	SA	1989 E-Z-GO GAS CART (MODEL GXI-800)	A10505	EJIMISON	
S3261	EQUIP	30128	TSH	1989 DAIHATSU UTILITY VEHICLE	JDA000S8000305806	SCHERBRING	
S3262	EQUIP	55003	TIN	1989 DAIHATSU UTILITY VEHICLE	JDA000S8000305804	JLEDBETTER	
S3263	EQUIP	18110	BSN	1981 FRUEHAUF SEMI TANKER TRAILER	1H4T04525BK016005	CPIERSON	1US8678
S3264	EQUIP	18111	BSN	1981 FRUEHAUF SEMI TANKER TRAILER	1H4T04527BK016006	CPIERSON	1US8680
S3265	EQUIP	52042	TEL	1988 BOOMLIFT (70 FT. - SIMON, MODEL MP-70)	M0130	DSIBLEY	
S3266	EQUIP	52113	POT	1989 DAIHATSU UTILITY VEHICLE	JDA00058000305899	GBRANNON	
S3267	EQUIP	42033	LOP	1988 TRACKHOE (KH60-KUBOTA)	12437	DREDGE	
S3268	EQUIP	42034	LOP	1988 TRACKHOE (KH60-KUBOTA)	12418	DREDGE	
S3271	EQUIP	52033	SA	1989 E-Z-GO GAS CART	A18497	VVETTE	
S3273	EQUIP	42035	LOP	1988 GROVE CRANE (RT 58C/18-TON)	46144	DREDGE	
S3274	EQUIP	42036	LOP	1988 KM TENDER (FLAT BOAT)	F5L912-ENGINE	DREDGE	
S3275	EQUIP	42037	LOP	1989 CAT 926E WHEEL LOADER	094202839	DREDGE	

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S3276	EQUIP	52065	THI	1989 GROVE CRANE (AP308/8- TON) 9/16 RRL 6X35)	71930	GBRANNON	
S3277	EQUIP	43039	LOP	1984 CAT D8-L DOZER	53Y02208	JVASSAR	
S3278	EQUIP	73005	TLB	1989 DAIHATSU UTILITY VEHICLE (RIGHT HAND DRIVE)	JDA000SB000306094	BBODINE	
S3279	EQUIP	52066	TMT	1989 DAIHATSU UTILITY VEHICLE	JDA000SB000305998	BHOWE	
S3280	EQUIP	55018	TIN	1989 DAIHATSU UTILITY VEHICLE	JDA000SB000306012	JLEDBETTER	
S3281	EQUIP	42039	LOP	ELLICOTT DREDGE (MODEL B490)	20085	DREDGE	
S3282	EQUIP	43143	LOP	1989 CAT 416 BACKHOE	05PC08427	JVASSAR	
S3283	EQUIP	42040	LOP	1985 SPECTRUM OFFICE TRAILER (8'X20')	H9399538185081564	DREDGE	2FH7297
S3284	EQUIP	42042	LOP	14-FT. JOHN BOAT	014880989	DREDGE	
S3285	EQUIP	42041	LOP	1970 FRUEHAUF PARTS TRAILER	MEM8843-01	DREDGE	
S3287	EQUIP	45005	LOP	1989 DRILL PIPE TRAILER	NONE	DFOREMAN	
S3288	EQUIP	52067	NA	1989 E-Z-GO GAS CART (MODEL GX1800)	A19225	GBRANNON	
S3400	EQUIP	52072	TMI	1989 GROVE CRANE (RT58/18- TON)	72476	EJIMISON	
S3401	EQUIP	30146	TSH	1989 HYSTER FORKLIFT (H50XL/5000 LB CAPACITY)	A177B33769K	SCHERBRING	

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S3405	EQUIP	30160	TSH	1989 HYSTER FORKLIFT (H50XL-5,000 LB)	A177B32988K	SCHERBRING	
S3406	EQUIP	65008	SAL	1990 CAT FORKLIFT (V330B/16.5-TON)	072Y01497	PHOWELL	
S3407	EQUIP	30174	TSH	1990 CAT 926E LOADER	094Z03174	SCHERBRING	
S3410	EQUIP	65011	SAL	1990 CAT FORKLIFT (V50D/5,000 LB CAPACITY)	9RB05103	PHOWELL	
S3414	EQUIP	43127	LOP	1989 CAT 988B WHEEL LOADER	50W09137	JVASSAR	
S3415	EQUIP	30156	TSH	1990 CAT 926E WHEEL LOADER	094Z03286	SCHERBRING	
S3418	EQUIP	30150	TSH	1990 CAT DSH DOZER	1DD04095	SCHERBRING	
S3420	EQUIP	58019	CG	TAYLOR DUNN ELECT CART		GLUNDSTROM	
S3422	EQUIP	90306	SAF	UTILITY TRAILER		JBROWN	
S3425	EQUIP	53846	WE	1977 TAYLOR CART (S3425)	46053	COMPRESSOR	
S3426	EQUIP	53832	WE	1977 TAYLOR CART (S3426)	46052	GARAGE	
S3427	EQUIP	53831	WE	NORDSKOG CART (S3427)	206302	PRODUCTION	
S3451	EQUIP	53694	WE	1988 CATERPILLAR FORKLIFT V60D, DIESEL (S3451)	5BC956	MAINT	
S3453	EQUIP	53676	WE	1984 CHEROKEE END DUMP TRAILER (30' ALUMINUM)	IC91EFE20E1095061	A0665	1US8697
S3458	EQUIP	53658	WE	1983 CATERPILLAR 950B WHEEL LOADER (S3458)	065R01173	PRODUCTION	
S3459	EQUIP	38004	WE	1987 CATERPILLAR MODEL V60D FORKLIFT (S3459)	3PC1083	WESHIPPING	

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NAASSET	PARTS GROUP	SERVICE POINT	AREA ID	SERVICE POINT DESCRIPTION	MANUFACTURER SERIAL NUMBER	SYSTEM LOCATION	LICENSE NO.
S3460	EQUIP	53645	WE	1990 SIMON AERIAL MANLIFT MOD. MP60Z (S3460)	D0822	MAINT	
S3465	EQUIP	53692	WE	1990 HYSTER FORKLIFT (H70XL/7,000 LB) (S-3465)	F005D03684L	MAINT	
S4038	EQUIP	46061	UTL	1987 ALLISON DIESEL FIRE PUMP (ENGINE)	6A0325784	BDELANEY	
S4236	EQUIP	51091	ACP	1967 LORAIN CRANE (MODEL MC655/65 TON) S4236	34658	MMENZEL	
S4237	EQUIP	51097	ACP	1972 GROVE CRANE (MODEL TR58/14 TON) S4237	35049	MMENZEL	
S4541	EQUIP	46391	UTL	25 UREA CHEMICAL PUMP-B	427988	BDELANEY	
S4547	EQUIP	51092	AMT	1987 12' UTILITY TRAILER (2 AXLE) S4547		RKICINSKI	
S4559	EQUIP	46397	UTL	1986 DUETZ DIESEL POTABLE WATER PUMP (ENGINE)	6789188	BDELANEY	
S4573	EQUIP	58024	CG	1987 DELIVERY TRAILER	1UFFS1624FI000216	GLUNDSTROM	2FE5754
S4574	EQUIP	57016	UTM	1987 NORDIC ELECT CART	205528	JGONZALES	
S4576	EQUIP	62122	ASI	1987 CAT FORKLIFT	9RB1072	ESYLVIA	
S4577	EQUIP	51137	PLN	1987 CAT R50 ROUGH TERRAIN FORKLIFT, S4577	21A00549	MMENZEL	
S4579	EQUIP	51079	ACP	1978 HYSTER CRANE (18 TON- MODEL K360B) S3479	B95C2130Y	MMENZEL	
S4585	EQUIP	43061	LOP	1986 UTILITY TRAILER	CA446963	RVILLICANA	XI8260

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S4586	EQUIP	65005	SAL	1986 UTILITY TRAILER (CHLORINE)	CA446965	FHOWELL	XI8259
S4587	EQUIP	51139	AMI	1986 WELDING TRAILER, S4587		RKICINSKI	
S4588	EQUIP	30153	TSH	1986 HYSTER FORKLIFT	A177B141950	SCHERBRING	
S4594	EQUIP	55016	TIN	1987 NORDSKOG ELECT CART W/CAB & FLATBED	206094	JLEDBETTER	
S4596	EQUIP	51148	PML	1987 NORDSKOG ELECTRIC CART, S4596	206110	AHARTLEY	
S4597	EQUIP	51082	PML	1986 NORDSKOG ELECTRIC CART, S4597	206168	AHARTLEY	
S4599	EQUIP	51145	PML	1987 NORDSKOG ELECTRIC CART, S4599	206202	AHARTLEY	
S4640	EQUIP	36085	ASH	1987 BOBCAT MODEL 742	21346	TCHRISTMAN	
S4641	EQUIP	51025	PML	1987 NORDSKOG ELECTRIC CART (282B)	206285	AHARTLEY	
S4647	EQUIP	47067	UFH	1987 KOLTLE LIGHT GENERATOR (LIGHT TOWER)	8709F0136	MDAVIS	
S4649	EQUIP	52144	TCP	1987 NORDSKOG ELECTRIC CART (282B CAB/DOORS)	206350	DPARLET	
S4650	EQUIP	51147	BIC	1987 NORDSKOG ELECTRIC CART (282B)	206349	JBLEVINS	
S4666	EQUIP	28107	APR	1987 E-Z-GO GAS CART	A13724	DBARRETT	
S4667	EQUIP	51150	AEL	1987 TAYLOR DUNN GAS CART, S4667	86875	RHALEMAN	

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S4668	EQUIP	51151	PHL	1987 NORDSKOG ELECTRIC CART, S4668	206032	AHARTLEY	
S4670	EQUIP	57003	UTE	1987 E-Z-GO GAS CART		BSIMMONS	
S4672	EQUIP	72002	ALB	1988 NORDSKOG ELECTRIC CART (282B CAB/DOORS)	282B88A009	JSIZENORE	
S4673	EQUIP	46394	UTL	1988 MELROE BOBCAT (743)	5019M37431	ISKERRIT	
S4674	EQUIP	51153	PML	1988 TAYLOR DUNN GAS CART, S4674		AHARTLEY	
S4706	EQUIP	57015	UTH	1988 CAT FORKLIFT (V50D)	31A01361	JGONZALES	
S4707	EQUIP	51155	CAR	1988 TAYLOR DUNN GAS CART, S4707	88294	BVANHORN	
S4709	EQUIP	57017	UTM	1988 DAIHATSU UTILITY VEHICLE	JDA00058000300155	JGONZALES	
S4710	EQUIP	62111	AST	1988 CAT FORKLIFT (5000 LB/MODEL V50D SA)	5AC1477	ESYLVAIA	
S4711	EQUIP	51165	ACP	1988 DAIHATSU UTILITY VEHICLE, 84711	JDA000SB000305685	MMENZEL	
S4715	EQUIP	36087	ASH	1989 DAIHATSU UTILITY VEHICLE	JDA00S8000305734	TCHRISTMAN	
S4716	EQUIP	51168	PHL	1989 DAIHATSU UTILITY VEHICLE, S4716	JDA00S8000301023	AHARTLEY	
S4717	EQUIP	51166	MNO	1989 DAIHATSU UTILITY VEHICLE, S4717	JDA00S8000301041	RESTRADA	
S4718	EQUIP	52040	TCP	1989 CAT 926E WHEEL LOADER	94Z02677	DPARLET	

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S4719	EQUIP	46337	UTL	1989 E-Z-GO GAS CART (PERSONNEL CARRIER)	540614	TRUMMER	
S4722	EQUIP	51027	CAR	1989 DAIHATSU UTILITY VEHICLE, S4722	JDA00S8000306007	BVANHORN	
S4723	EQUIP	54008	AIN	1989 DAIHATSU UTILITY VEHICLE, S4723	JDA00S8000305891	JPLEWIS	
S4724	EQUIP	72005	ALB	1989 DAIHATSU UTILITY VEHICLE (RIGHT HAND) S4724	JDA00S8000306105	CCRABTREE	
S4725	EQUIP	47052	UFH	1982 CAT 988B LOADER	050W06035	MDAVIS	
S4726	EQUIP	51095	ACP	1989 GROVE CRANE (MODEL RT 875/75 TON) S4726	72415	MMENZEL	
S4727	EQUIP	36090	ASH	1989 CAT 926E LOADER	094Z03002	TCHRISTMAN	
S4729	EQUIP	58026	CG	BUCYRUS ERIE TRACKHOE	136564	GLUNDSTROM	
S4732	EQUIP	58027	CG	1989 KENT DEMOLITION HAMMER (MOUNTED ON S4729)	40GK11437	GLUNDSTROM	
S4733	EQUIP	51030	AMT	1990 TAYLOR DUNN GAS CART (R680) S4733	94564	RKICINSKI	
S4735	EQUIP	51011	ACP	1989 60 FT. SELF PROPELLED AERIAL MANLIFT (MP60Z)	D0789	MMENZEL	
S4743	EQUIP	51004	ACP	1990 GROVE CRANE (RT58E/22- TON) (S4743)	74031	MMENZEL	
S4744	EQUIP	58017	CG	1990 CAT FORKLIFT (V50D - 5,000 LB CAPACITY)	9RB04723	GLUNDSTROM	
S4745	EQUIP	51051	APR	1988 E-Z GO GAS CART	504326	SGARRETT	

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S4759	EQUIP	43050	LEL	1980 OFFICE TRAILER (8' X 32')	C574828	LAKE-ELECT	RJ3421
GL1179	FLEET	00017	MKT	1989 FORD CROWN VICTORIA	2FABP72F7KX160403	KLUEA	536G245
GL1185	FLEET	00018	MKT	1989 FORD TAURUS	1FABP50U7KA207864	KORBEL	GEW19P
GL1203	FLEET	00010	MKT	1989 PONTIAC 6000	1G2AF51R8K6274547	IN-STORAGE	
GL1246	FLEET	00013	MKT	1990 FORD CROWN VICTORIA	2FACP72FXLX110486	CRUMMER	222APR
GL1273	FLEET	00021	MKT	1990 FORD TAURUS	1FACP50U0LG141967	SIMON	2RVL433
TN6052	FLEET	00011	MKT	1990 FORD TAURUS	1FACP50U1LA183132	IN-STORAGE	BXG659
WL3543	FLEET	00014	MKT	1988 DODGE DYNASTY	1B3BU46KXJD146933	DONAGHU	2HNC034
WL3684	FLEET	00015	TRN	1989 PONTIAC 6000	1G2AF51R4K6236376	FABLE	2NAH377
WL3788	FLEET	00019	MKT	1990 PONTIAC 6000	1G2AF5419L6206993	MURRAY	F1C49B
WL3814	FLEET	00020	MKT	1990 DODGE DYNASTY	1B3XC463XLD768131	SILVA	2RJE672
WL3865	FLEET	00016	MKT	1990 FORD CROWN VICTORIA	2FACP72F5LX15055	GILBERT	2SLW218
WL3902	FLEET	00012	MKT	1990 DODGE DYNASTY	1B3XC46RXLD875507	BUMATAY	2TKC719

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CORPORATE ACKNOWLEDGEMENT FORM

STATE OF New York)
COUNTY OF New York) ss:

On this 17th day of June, 1991, before me personally appeared, Richard Nick, to me personally known, who being by me duly sworn, says that he is Vice President of North American Chemical Company, that the foregoing instrument was signed by him on behalf of the corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Barbara L. Becker
Notary Public

BARBARA L. BECKER
Notary Public, State of New York
No. 31-4951648
Qualified in New York County
Commission Expires May 30, 1993

My commission expires: 5/30/93